

**ZB# 95-62**

**Mircea Digeratu**

**51-1-83.12**

Helena.

Dec. 11, 1995.

Legal to Sentinel 12/14/95  
Need copies of:

- ① Deed & Letters
- ② Title Report & plat
- ③ Photos
- ④ Fees: ① 50.00 plat
- ② 300.00 plat

Bond needs Photos of Bond

Public Hearing:

January 22, 1996.

Area Variances

Denied

Refund: 146.14

#95-62 - Digerafu, Mircea

Area - 51-1-83.12



TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

15213

Received of

*Mircea V. Digeratu*  
*Fifty and 00/100*

\$ *50.00*

DOLLARS

For

*Zoning Board Application Fee 95-62*

DISTRIBUTION:

FUND	CODE	AMOUNT
<i>Ch # 331</i>		<i>\$50.00</i>

By

*Dorothy H. Nanger*

*Town Clerk*

Title

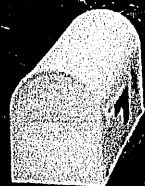
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TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

15225

*Jan 18* 19 *96*



TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

## GENERAL RECEIPT

15213

January 10 19 96

Received of

Murcia V. Digeratu

\$ 50.00

Fifty and 00/100

DOLLARS

For

Zoning Board Application Fee 95-62

DISTRIBUTION:

FUND	CODE	AMOUNT
CK # 331		\$ 50.00

By

Dorothy H. Hansen

Town Clerk

Title

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TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

## GENERAL RECEIPT

15225

Jan 18 19 96

Received of

Murcia V. Digeratu

\$ 300.00

Three Hundred

00

DOLLARS

For

ZBA - App. Fee - #95-62 100

DISTRIBUTION:

FUND	CODE	AMOUNT
CK # 330		300.00

By

Dorothy Hansen

Town Clerk

Title

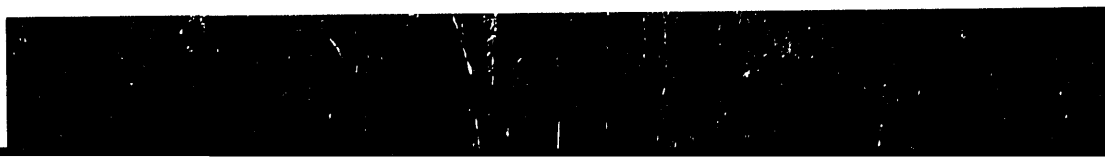
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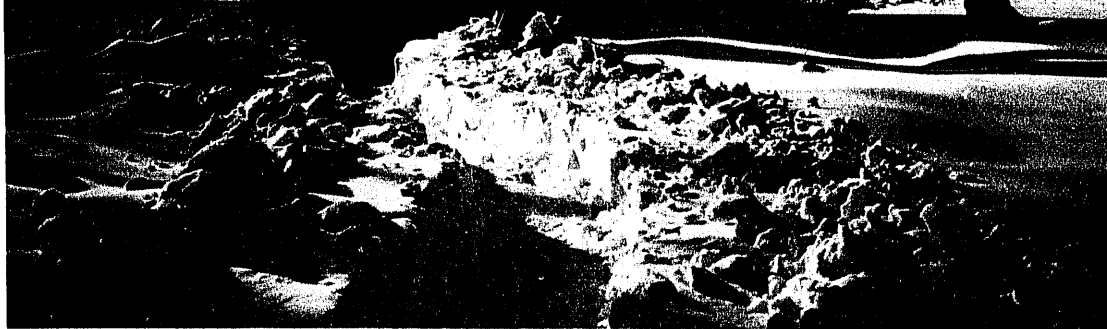
Area - 51-1-8312



94 7 6



51-1-8312



[illegible]

## APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Digera, MirceaFILE # 95-62RESIDENTIAL: \$ 50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒USE ☐APPLICATION FOR VARIANCE FEE . . . . . \$ 50.00

\* \* \* \* \*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 300.00

## DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE . 12/11/95 - 4 pages \$ 18.00  
 2ND PRELIM. MEETING - PER PAGE . 1/12/96 - 13 pages \$ 58.50  
 3RD PRELIM. MEETING - PER PAGE . . . . . \$             
 PUBLIC HEARING - PER PAGE . . . . . \$             
 PUBLIC HEARING (CONT'D) PER PAGE . . . . . \$             
 TOTAL . . . . . \$ 76.50

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 12/11/95 - \$ 35.00  
 2ND PRELIM. . . 1/12/96 - \$ 35.00  
 3RD PRELIM. . . . . \$             
 PUBLIC HEARING . . . . . \$             
 PUBLIC HEARING . . . . . \$             
 TOTAL . . . . . \$ 70.00

## MISC. CHARGES:

23 letters @ .32 . . . . . \$ 7.36  
 TOTAL . . . . . \$ 153.86

LESS ESCROW DEPOSIT . . . . . \$ 300.00  
 (ADDL. CHARGES DUE) . . . . . \$             
 REFUND DUE TO APPLICANT . . . . . \$ 146.14

(ZBA DISK#7-012192.FEE)

*paid*  
*ck # 331*  
*12/11/95.*

*paid*  
*ck # 330*  
*12/11/95.*

In the Matter of the Application of

MIRCEA DIGERATU,

#95-62.

MEMORANDUM OF  
DECISION DENYING  
AREA VARIANCES

WHEREAS, MIRCEA DIGERATU, 241 Beattie Road, Rock Tavern, New York 12575, has made application before the Zoning Board of Appeals for a 40 ft. rear yard variance and 240 square foot minimum livable floor area variance to convert a two-car garage to a one-family residence located at the above address in an R-1 zone; and

WHEREAS, a public hearing was held on the 22nd day of January, 1996, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared before the Board for this proposal; and

WHEREAS, there were five (5) spectators appearing at the public hearing; and

WHEREAS, a number of spectators spoke, both themselves and through an attorney, opposing the application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The subject premises is located in a neighborhood of one-family homes.

(b) The Applicant has erected on the premises a building intended to be a garage for which a building permit has been applied and a certificate of occupancy has been granted.

(c) The Applicant now seeks to convert that garage into a one-family home.

(d) The building is constructed 10 ft. from the rear yard as is required of an accessory structure. The Code requires that a principal structure or dwelling be located 50 ft. from the rear yard and, therefore, the Applicant is seeking a 40 ft. rear

yard variance.

(e) The Zoning Code of the Town of New Windsor requires that any one-family dwelling structure erected in that zone have a minimum square footage of 1,200 ft. The existing structure has only 960 square feet and so the Applicant is seeking a variance of the square footage requirement.

(f) A number of the neighbors complained that the existing structure is out of character with the homes in the neighborhood especially those immediately adjacent to this property.

(g) The Applicant denies that he is currently living in the structure but admits that there is a mailbox placed at the end of the driveway so that he can receive mail, which fact casts doubt upon his statement that he is not living at the premises.

(h) The structure was originally built for use as a garage but has no garage doors on it.

(i) The structure is currently used by the owner to store his own "belongings".

(j) The Applicant has no designs or intentions in the future to build another home on the subject property. He has plans approved for the construction of a large house but has no intention to build it.

(k) No certificate of occupancy has ever been issued for this structure.

(l) The structure does not have sewer or water service.

(m) The structure does not have electrical service.

(n) The Applicant has already received a variance of the road frontage requirement in order to construct a one-family residence. He has not received any other variances except that for road frontage.

(o) The structure was originally constructed as a garage and approved as same. The structure has foundations footings suitable for a garage, not necessarily for a dwelling unit.

(p) There is no known source for water to be supplied to the home in the future. Municipal water service is not available from the Town of New Windsor in that area nor is municipal septic service. No well or sanitary disposal system has been located on the property nor are plans for either extant.

(q) There has been no survey of the property and the Applicant is unable to specify the exact dimensions and distances involved in this application.

(r) The Applicant has stated that the reason for his seeking the variances is so that he could save money.

(s) The variances sought by the Applicant, if granted, would have a significant adverse effect on the value of the properties in the neighborhood and on the neighborhood itself.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is another feasible method available to Applicant which can produce the benefit sought other than through the variance procedure, specifically, the Applicant has ample room and opportunity to construct a structure on the premises which conforms to the zoning requirements.

3. The variances requested are substantial. It appears that the Applicant will need a side yard variance of 10 ft. The normal requirement is 20 ft. and the Applicant has only 10 thereby needing a 50% side yard variance. With respect to square footage, the Applicant is requesting a 20% variance.

4. The requested variances will have an adverse effect or impact on the physical and environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created in that the Applicant constructed the existing structure and seeks the variances for no reason other than to "save money". The Applicant could construct a conforming structure on the premises and the variance requests are due solely to his decision not to do that.

6. Neither of the requested area variances are appropriate and are in excess of the minimum necessary since the Applicant could construct a structure which requires no variances. The relief cannot be granted to the Applicant without adversely affecting the character of the neighborhood and the health, safety and welfare of the community.

7. The interests of justice will not be served by allowing the granting of either of the requested variances.

NOW, THEREFORE, BE IT


RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor DENY a request for 40 ft. rear yard variance and 240 square foot minimum livable floor area variance to convert a two-car garage to a one-family residence located at 241 Beattie Road in an R-1 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals

of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: March 25, 1996.

  
Chairman


(ZBA DISK#13-031896.MD)

MIRCEA V. DIGERATU  
241 Beattie Rd.  
Rock Taver, N. Y. 12575

331

1-108/210

1-8 1996

**P**ay to the Order of Town of New Windsor \$ 50 <sup>00</sup>/<sub>100</sub>  
Fifty & 00/100 Dollars  Security features included. Details on back.

**HongkongBank**  滙豐銀行

Division of Marine Midland Bank Member HSBC Group  
36-54 Main Street, Flushing, NY 11354

For ZBA Ap Fee - 95-62

Mircea Digeratu

⑆021001088⑆060002301⑆ 0331

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CLASSIC

MIRCEA V. DIGERATU  
241 Beattie Rd.  
Rock Taver, N. Y. 12575

330

1-108/210

1-8- 1996

**P**ay to the Order of Town of New Windsor \$ 300 <sup>00</sup>/<sub>100</sub>  
Three hundred & 00/100 Dollars  Security features included. Details on back.

**HongkongBank**  滙豐銀行

Division of Marine Midland Bank Member HSBC Group  
36-54 Main Street, Flushing, NY 11354

For ZBA - Ap Fee - 95-62

Mircea Digeratu

⑆021001088⑆060002301⑆ 0330

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CLASSIC

Date 1/30/96, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR.  
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
<u>1/22/96</u>		Zoning Board Meeting	75 00	
		Misc - 4		
		Kim - 6		
		Petro Metals - 10		
		Insul-Sash - 5		
		Mans - 6		
		Langanke - 3		
		Mylonas - 3		
		Digeratu - 13 \$58.50		
		Price Chopper - 2		
		<u>52</u>	234 00	
			309 00	

DIGERATU, MICEREA

MR. NUGENT: Request for 40 ft. rear yard and 240 square foot minimum livable area to convert a two-car garage to residence located at 241 Beattie Road in an R-1 zone.

MR. NUGENT: Is there anyone in the audience for Mr. Digeratu?

Mr. Micerea Digeratu appeared before the board for this proposal.

MR. NUGENT: You're on. Tell us what you want to do.

MR. DIGERATU: I'd like to do it because I got to build so big and I like better position I build on the property.

MR. NUGENT: According to this.

MR. DIGERATU: If I can do it.

MR. NUGENT: If I understand this correctly, you have no rear yard then you have ten foot, I thought you only needed 40 feet for a rear yard?

MR. BABCOCK: You need 50 feet in an R-1 zone an accessory structure you only need ten feet, that is why the garage was considered an accessory structure at the time.

MR. NUGENT: 1,200 square feet for?

MR. BABCOCK: Minimum livable, no, you have to have 1,200 square foot minimum livable floor area.

MR. NUGENT: For single family home?

MR. BABCOCK: Right and he only has 960 square feet in the garage.

MR. DIGERATU: I'd like to build additional space, I'd like to, you know, whatever.

MS. BARNHART: Just one floor.

MR. LANGANKE: Was this built as a house or a garage?

MR. DIGERATU: A garage.

MR. LANGANKE: I don't see any garage doors on it, that is what I am asking from the pictures.

MR. DIGERATU: Well, since I wanted to put my own, I check with them and they told me you put the doors, I don't really intend to have to drive a car in there but to put my own belongings in there. And then from there to start work then when I got to build so big, I said if it's possible to put additional space and make it into a house, I would like it better because of the position and because--

MR. NUGENT: You don't have designs for the future to build another house on this property?

MR. DIGERATU: No, no, I have plans approved for the big house but I'll renounce those plans if you will give, if you will grant me the right to transform this into a garage.

MR. TORLEY: Mike, is there a C.O. on this structure?

MR. BABCOCK: No.

MR. NUGENT: Do you have sewer and water?

MR. DIGERATU: No.

MR. TORLEY: Do you have electricity?

MR. DIGERATU: No, not yet.

MR. REIS: R-1 zone is one acre minimum, right?

MR. BABCOCK: That is correct.

MR. KRIEGER: Now Mike, they don't have municipal sewer and water so it would be--

MR. BABCOCK: A well and septic.

MR. LANGANKE: Which is the back of this house or this garage which is the back looking at these pictures?

MR. DIGERATU: You have got about ten foot.

MR. TORLEY: Which end goes to the back of the property?

MR. DIGERATU: Back of the property is the opposite way, the opposite side is.

MR. LANGANKE: So the other side?

MR. DIGERATU: Is the back, yes.

MR. LANGANKE: Now, is that ten foot measured from the bottom of the building or from the eaves cause that looks like--

MR. DIGERATU: From the back.

MR. LANGANKE: --looks like ten foot eaves.

MR. TORLEY: The ten feet is measured from the foundation.

MR. DIGERATU: From the overhang.

MR. TORLEY: So the overhang is right on the property line?

MR. DIGERATU: No, no, I meant from the, is from this foundation from this here.

MR. NUGENT: All right, any other questions from the board?

MR. TORLEY: Not at this time.

MR. NUGENT: I'll open it up to the public. State your name clearly so the steno can get it and try not to be repetitious.

MR. BRIAN GILMARTIN: My name is Brian Gilmartin, I'm from 61 Beattie Road so I am not within the area that is entitled to notice. However, I'm an attorney and I do represent Mr. Rinaldi, who is the next door neighbor and also Mr. Schroeder, who's under contract to purchase a vacant lot that also adjoins, both of whom are here tonight. Is there a plot plan or a survey, an as-built?

MR. TORLEY: We have not been given one.

MR. NUGENT: The only thing I have, sir, is this.

MR. GILMARTIN: There's been no surveying of measurements made of the actual dimensions?

MR. NUGENT: I don't see a stamp there.

MR. NUGENT: Originally, Mr. Gilmartin, back in August if '94, he was granted a variance to construct a new one family residence.

MR. TORLEY: The variance was for road frontage.

MR. NUGENT: Just for road frontage.

MR. GILMARTIN: How does this board interpret the definition of rear line so that we can determine, I mean there was a question from I think from you, Larry, as to which is the rear.

MR. TORLEY: No, from Herb.

MR. GILMARTIN: What are we referring to the rear of the building or the rear of the lot?

MR. NUGENT: The distance from the building from the rear line of the lot.

MR. KRIEGER: By law, it's the closest portion of the building which is closest, which is to the rear line.

MR. GILMARTIN: The rear line is that line that is directly opposite and is closely approximately parallel to the street line?

MR. BABCOCK: If that is the case, if they want to call it a side yard, he's only required to have 20 feet.

MR. KRIEGER: No, if I understand the question, the rear line is the property line that is farthest away from the street frontage.

MR. GILMARTIN: What's the setback requirement from the rear line?

MR. BABCOCK: Fifty feet.

MR. KRIEGER: That is from the building to the rear or the closest portion of the building to the rear line?

MR. GILMARTIN: Cause I don't believe that this structure if this is Beattie Road if that is the case then would not this be the rear line?

MR. NUGENT: If that is drawn correctly, yeah.

MR. GILMARTIN: Then the side line requirement is 20 feet.

MR. NUGENT: He doesn't need a rear yard, he's got a ton.

MR. GILMARTIN: Well--

MR. KRIEGER: But he'd still need a variance for the side yards.

MR. GILMARTIN: That is correct. There's no septic and there's no water.

MR. KRIEGER: No.

MR. GILMARTIN: So I mean I was going to ask whether or not there was ever a sanitary inspection, I guess the answer to that is no. Was there any electrical inspections done, does anybody know, or plumbing inspections?

MR. LANGANKE: He doesn't have any electric.

MR. DIGERATU: I spend a lot of time when I'm there because I have most of my belongings in there but I don't live in the house, I plan to rent that apartment in there but I do spend lot of time.

MR. GILMARTIN: Does anyone know who the contractor was who constructed it or poured the footings? Were there any footing inspections done?

MR. NUGENT: You have to ask the building inspector that.

MR. BABCOCK: My office has been there, yes, and did the inspections.

MR. TORLEY: Footings as a garage?

MR. BABCOCK: Yes.

MR. GILMARTIN: Well, the surrounding homes are all homes that exceed the minimum requirements and indeed probably exceed the minimum living area requirements by a factor of at least two times. I would think that the average value of the homes on Beattie Road is probably somewhere in the range of \$225,000 as a minimum. The concern here is that there has not been apparently any compliance with the requirements for sanitary inspections. There's no source of domestic water, potable water, there's apparently no electric and no plumbing and therefore the building does not qualify for Certificate of Occupancy. I think that to allow a structure such as this to be occupied as a residence would have an undesirable affect upon the neighborhood and be detrimental to nearby properties. I think that is rather obvious. That is right out of the statute. I think that the issue of benefit I really don't think that the surrounding landowners and homeowners should have to accept a substandard noncomplying home because the applicant merely wishes to save money. The original plot plan provided for a residential structure that would in all respects comply with the zoning requirements as it was previously varied and there was no objection to that. However, to allow this type of a structure to stand and be converted into a residence

when there have been no compliance, no inspections with regard to the compliance with the building code in the State of New York as a residence, leads to the possibility if not the probability that over the course of time it may deteriorate structurally to a point where it will become an eyesore. I don't think that there is any reason in the, any legal basis for the granting of a variance because an applicant wants to save money. The issue is whether or not it's economically feasible for him to build a conforming structure and I believe that it is. I think that the area variance that is being requested both in terms of side yard and also with regard to the minimum living area is indeed a substantial variance and lastly and most importantly, I think under the statute this condition has been created by the applicant. It's a self-created hardship and if I may, not to personalize this, but I think that Mr. Digeratu has since he first started to do any site improvements on the property including and starting with the installation of the driveway, has completely failed, I don't think through any preordained design, but he just does not seem to understand that the code has to be complied with. And the driveway that initially went in encroached upon the adjoining owners, property took down his stone wall. And the area that was cleared and the stone wall that was cleared in the installation of the driveway is a pile of rubble and that remains to this day. So that everyone on Beattie Road passes it whenever they go passed the driveway of Mr. Digeratu's home and the fact that everyone sees that condition does not minimize the impact that the people who immediately adjoin Mr. Digeratu's home will see or proposed home will see this or perhaps it in a deteriorated condition in a year or two from now when perhaps the structural members start to fail. So I don't believe that there is any reason or any basis for the granting of the variance and I think it will have a very negative impact upon the surrounding properties. Thank you.

MR. NUGENT: Thank you.

MR. KRIEGER: If I may, before Mr. Gilmartin goes on, you talked about the difference between this structure and the other structures in the area in terms of square

footage, in terms of appearance, is this structure different in appearance than the surrounding structures and although I understand all the surrounding structures each one of them are individual but--

MR. GILMARTIN: Shady Grove subdivision which Mr. Rinaldi actually constructed is predominantly if not exclusively center hall colonials that I would say the smallest one is probably 2,500 square feet and the largest one probably is about 38 or 4,000 square feet. They are all class, every single home in that subdivision is class A construction. Mr. Rinaldi's home which is immediately next door is a structure that is approximately 15 years old, it was built initially as a contemporary center hall structure, Chip Tavette (phonetic) was the contractor who built it, since then there has been a large cathedral family room put on on one end and recently there has been a master bedroom sweet extended on the opposite end immediately adjoining this property. And there's a 40 foot inground pool with a bath house on the property. The property and its improvements, the improvements on Mr. Rinaldi's home are back from the road probably a distance of about 175 feet so it is completely wooded secluded site. The Flannery home next door is to Mr. Rinaldi has probably been there for 30 or 40 years, Hank, how long?

MR. VAN LEEUWEN: No, 20 years.

MR. GILMARTIN: It is a bi-level ranch colonial. It's a beautiful home, lots of class, I would say that home is probably about 28 or 2,900 square feet. Again on a wooded lot with lots of landscaping around it. I said that I thought that the average minimum, except for perhaps four or five homes on Beattie Road which is three miles long and very little available frontage left there are about four or five homes that are very old that are very small. All the other ones are put up in the last 15 years, I would say the minimum value of those homes is probably anywhere from \$225,000 to perhaps Mr. Reis would probably know, 300, \$350,000?

MR. REIS: That is safe.

MR. GILMARTIN: 225 to 300. Lincolndale acres which one of your members lives there off Beattie Road in the Town of New Windsor is exactly the same, those houses are 275 to 350, \$400,000 homes all in the same general neighborhood.

MR. TORLEY: Can we have the pictures back?

MR. GILMARTIN: And you know just Mr. Digeratu doesn't misunderstand, the minimum living area is 1,200 square feet, if he wants to put up a 1,200 square foot home he has an absolute right to do that and will be welcomed into the neighborhood. But it appears that he just does not have any understanding of code compliance and the continuity of construction within a residential zone. Mr. Rinaldi, Mr. Schroeder have no desire to be bad neighbors, none whatsoever, very, very uncomfortable to be here tonight actually.

MR. LANGANKE: Whose mailbox is this?

MR. GILMARTIN: Well, that was Mr. Digeratu's, I believe. The question became whether or not that was on his property or in the, this is the stone wall what used to be Mr. Rinaldi's property line, after we took those photographs, the surveying stake that had been there was replaced and the stone wall was on Mr. Rinaldi's property. I don't know whether or not that mailbox has since been moved. Jim, has it?

MR. RINALDI: The mail box is where it should be, it's on his property, the stone wall is on the other side.

MR. LANGANKE: I was advised by the applicant that he wasn't living there and I was wondering why there is a mailbox there if he's not living there.

MR. HANK VAN LEEUWEN: Hank Van Leeuwen, as most of you know, Brian is right, this really doesn't belong in that type of a neighborhood. We worked hard to keep it and Jim Rinaldi came to the planning board and I said, Jim, what kind of houses are you going to put up? He said center hall colonials, we're going to put up nice homes, keep Beattie Road the way it is. This does not fit, it's only going to lead one problem to another.

First thing you know, car breaks down, it gets parked along the side of the cars, something else breaks down, that gets left there. In my deeds, when I subdivide a piece of land, I put in nobody can live in the garage. I have all those restrictions in the deed, as Mike probably knows, cause he's seen some of my deeds. I tie them up very tight. It's not fair to the neighborhood and people that live in the neighborhood. It's an atrocity. It doesn't belong there. It's not fair to the taxpayers in this town because one person wants to save money. I'd like to save money too but I live in a nice home. I live a quarter of a mile away from him. I don't want to see my home devalued because somebody wants to live in a garage to save money. I don't think it's right. Thank you for listening to me.

MR. KRIEGER: Do you have any objection my asking Mr. Gilmartin would you have any objection to my asking Mr. Rinaldi a question?

MR. GILMARTIN: No, not at all.

MR. KRIEGER: James, this is James Rinaldi, since you're in the business of, in a business related to real estate, if such a variance as is requested here, were granted, do you think it would have an adverse affect on the value of your property and the properties of the neighborhood and to what extent would it have an adverse value, bearing in mind that they are all off-the-cuff estimates but--

MR. RINALDI: Yes, it would. And again, I'm not, I'm embarrassed to be here and I don't like this but I'm in the real estate end of title insurance, I'm not a broker, I do titles but I also buy and sell property. And the first thing someone would do when they walked around my property when I want to sell it is look and see the neighbors, type of house, type of construction, what's there. It would have an adverse affect on the value of my home.

MR. KRIEGER: Would it be fair to say it would be a significant adverse affect in terms of dollars and cents value?

MR. RINALDI: In the market for the homes of mine, Brian's or most people on Beattie Road, people are very specific as they are with any house, you know, you go in, you look around, I look at a house differently than my wife would look at a house or someone else may look at it. But people have come and looked at our house over time, when we said let's go to Goshen, I work in Goshen, they have specific goals in mind, specific things they want for them for their children and to look and say okay, we're going to pay X amount of dollars for your home right next door on the property line is a house that has a value of 20 percent of yours.

MR. KRIEGER: So bearing in mind all that, you said you would say that such a structure if it were used for living would have a significant adverse affect on the value of the properties?

MR. RINALDI: Yes.

MR. KRIEGER: Thank you.

MR. NUGENT: Anyone else?

MR. VAN LEEUWEN: Jim, just doesn't fit in the neighborhood. It's not right to the Town of New Windsor either. Because you don't get a tax value out of it, if he's got two or three children he sends to school, it doesn't add up, the whole thing doesn't add up. I don't mind anybody saving money but I don't want it to go on my expense, that is not fair to me nor is it fair to Brian or anybody sitting near this audience. And I'm sure if it was in your neighborhood, you wouldn't like it either.

MR. REIS: Can I make a comment? Being a broker and being very somewhat intimately involved with that particular area, on a weekly, monthly, yearly basis, I have to agree with the people that live in that immediate area that it would adversely affect the value substantially.

MR. NUGENT: No further comments from the audience, I'll close the public hearing and open it back up to

the board for any further questions or comments.

MR. TORLEY: When the applicant was granted a variance for the initial structure to put up by the sketch plan was a nice house with an attached garage, one-family house on that flag lot.

MR. VAN LEEUWEN: That is fair.

MR. TORLEY: But this is far from what was approved.

MR. NUGENT: Do you have anything else you'd like to say?

MR. DIGERATU: What I'd like to say is that I never meant to disappoint my neighbors. I did intend to build the house that I got permission for. And after I was granted the permit to build the garage, I build the garage and then I came up with this idea but I came up with the idea to make this a bigger structure, I meant to put additional space to have the garage. I like it the way it is sitting on the property but if I am not allowed to, then I'll leave it as garage and I'll build a house as I was approved to do.

MR. NUGENT: Anymore questions?

MR. REIS: Question in the audience.

MR. NUGENT: That is closed.

MR. LANGANKE: I don't understand how you can use it as a garage if it doesn't have garage doors on it.

MR. DIGERATU: If I have to, I'll put them but from the beginning, I told them that I plan to put my tools in there, my belongings, cause that was the situation but if I have to, I'll change it.

MR. LANGANKE: I don't have anymore questions.

MR. REIS: No.

MR. NUGENT: I'll accept a motion.

January 22, 1996

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MR. TORLEY: I'll make the affirmative motion that we grant the variances.

MR. LANGANKE: Second it.

ROLL CALL

MR. REIS	NO
MR. TORLEY	NO
MR. LANGANKE	NO
MR. NUGENT	NO

1/22/96 Public Hearing - Digest # 95-22.

Name:

Address:

HENRY P. VAN LEEUWEN	101 Beattie Rd
Brian Gilman	61 Beattie Rd
JAMES RINALDI	237 Beattie RD.
ROBERT SCHROEDER	ANTOLA Rd CORNWALL
Robert KEAN	1 WAGNER DRIVE

*Prelim*  
*Dec. 11, 1995*  
*#95-62*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: NOVEMBER 20, 1995

APPLICANT: MIRCEA DIEGERATU  
241 BEATTIE ROAD  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: NOVEMBER 20, 1995  
FOR (BUILDING PERMIT): #7093  
LOCATED AT: 241 BEATTIE ROAD

ZONE: R-1

DESCRIPTION OF EXISTING SITE: SECTION: 51, BLOCK: 1, LOT: 83.12  
VACANT LAND WITH TWO (2) CAR GARAGE - PARTIAL CONSTRUCTION

IS DISAPPROVED ON THE FOLLOWING GROUNDS: PROPOSED CONVERSION OF  
EXISTING TWO (2) CAR GARAGE TO A ONE (1) FAMILY HOUSE.

1. DOES NOT MEET MINIMUM REAR YARD SET-BACK.
2. DOES NOT MEET MINIMUM LIVABLE AREA

*Frank J. ...*  
\_\_\_\_\_  
BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R-1            USE		
REQ'D REAR YD. (G-6) 50FT.	10FT.	40FT.
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA (K-6) 1200 SQ.FT.	960 SQ.FT.	240 SQ.FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 11-20-95

APPLICANT: MIRCEA DIGERATU  
241 Beattie Rd  
New Windsor NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 11-20-95  
FOR (BUILDING PERMIT) # 7093

LOCATED AT 241 Beattie Rd

ZONE R-1  
DESCRIPTION OF EXISTING SITE: SEC: 51 BLOCK: 1 LOT: 83.12

VAC LAND) WITH ~~ONE~~ TWO CAR GARAGE  
PARTIAL CONSTRUCTION

IS DISAPPROVED ON THE FOLLOWING GROUNDS: PROPOSED CONVERSION  
OF: EXISTING TWO CAR GARAGE TO A ONE FAMILY HOUSE

- ① Does NOT meet min REAR YARD SET BACK.
- ② Does NOT meet min LIVABLE AREA.

Inspector  
BUILDING INSPECTOR

REQUIREMENTSPROPOSED OR  
AVAILABLEVARIANCE  
REQUEST

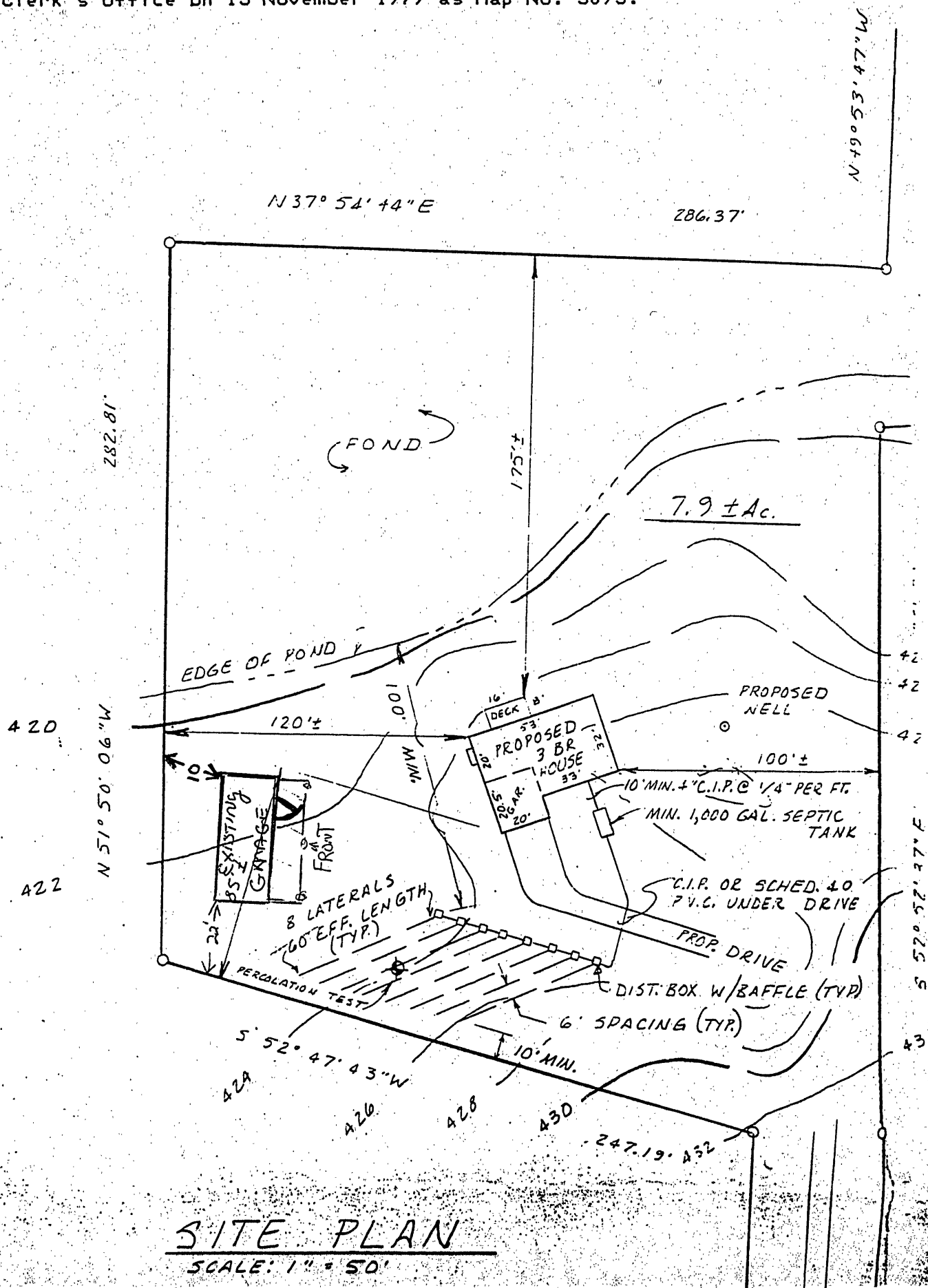
<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R-1</u> USE <u><del>R-1</del></u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD. <u>44.5</u>		
X REQ'D SIDE YD. <u>(K-6) 44.5'</u>	<u>44.5'</u>	<u>240'</u>
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD. <u>(G-6) 50'</u>	<u>10'</u>	<u>40'</u>
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
X MIN. LIVABLE AREA <u>(K-6) 1,200 sq ft</u>	<u>960 sq ft</u>	<u>240 sq ft</u>
DEV. COVERAGE <u>10%</u>	<u>%</u>	<u>%</u>

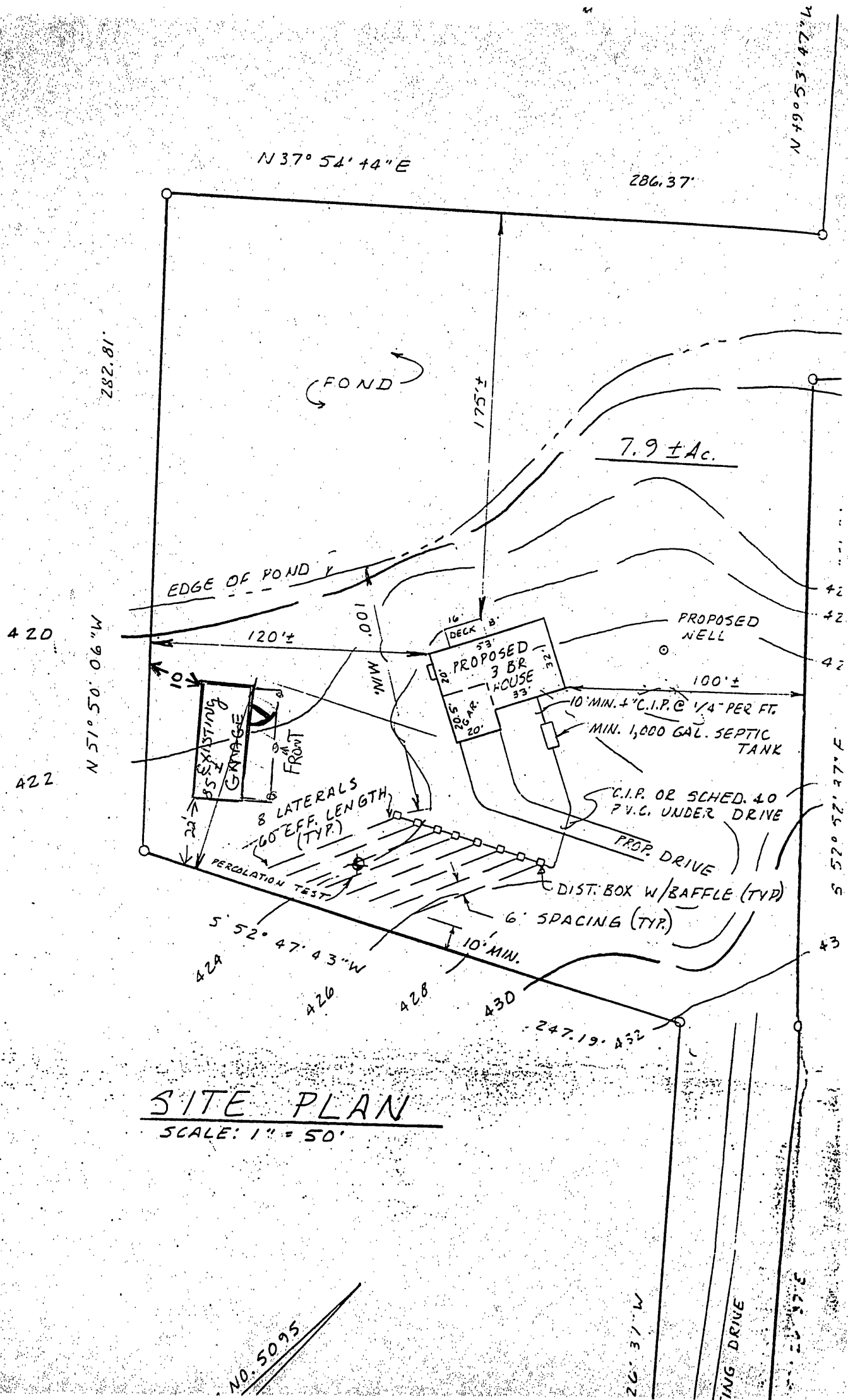
APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:  
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD  
OF APPEALS.

914) 563-4630

CC: Z.B.A., APPLICANT, E.P. FILE

Being Lot No. 1 as shown on a map entitled "Subdivision for Aleck P. Kubina", said map having been filed in the Orange County Clerk's Office on 15 November 1979 as Map No. 5095.







49-1-27 VITOLO, REZIERO AREA VARIANCE GRANTED  
 ROUTE 32 (NAPOLI) #80-15 C ZONE 07/14/80  
 REQUEST FOR 10 FT. SIDEYARD AND 10 FT. BUILDING HEIGHT VARIANCE  
 IN ORDER TO CONSTRUCT BUILDING TO HOUSE RESTAURANT. THE OLD  
 DILAPIDATED STRUCTURE WHICH PRESENTLY EXISTS WILL BE RAZED AFTER THE  
 NEW BUILDING IS CONSTRUCTED TO THE REAR OF THE PROPERTY.  
 #83-24 - VITOLO, REZIERO/WEED, GENE - REQUEST FOR 115 S.F. SIGN  
 VARIANCE FOR SCISSOR WIZARD AND BIG OLAF ICE CREAM STORE IN COMPLEX  
 ADJACENT TO NAPOLI'S PIZZA. PROPOSAL IS FOR 2 - 3 X 8 SIGNS ON  
 BUILDING AND DOUBLE FACED 4 X 8 SIGN TO BE MOUNTED ON EXISTING POLE  
 WITH NAPOLI'S SIGN.

49-3-6 KENAN, DAVID AREA VARIANCE GRANTED  
 14 PARADE PLACE R-4 ZONE #80-23 09/22/80  
 REQUEST FOR 7 FT. REAR YARD VARIANCE FOR CONSTRUCTION OF ADDITION  
 TO RESIDENTIAL DWELLING AT 14 PARADE PLACE.

49-6-2 OTTWAY, KURT AREA VARIANCE GRANTED  
 1 ROCKY LANE R-4 ZONE #88-28 05/23/88  
 REQUEST FOR 10 FT. REAR YARD VARIANCE FOR CONSTRUCTION OF DECK IN  
 R-4 ZONE.

49-6-8 ZGRODEK, STANLEY A. AREA VARIANCES GRANTED  
 6 ROCKY LANE R-4 ZONE #89-50 11/13/89  
 REQUEST FOR 20 FT. FRONT YARD AND 60 FT. STREET FRONTAGE VARIANCE  
 TO CONSTRUCT SINGLE-FAMILY RESIDENCE IN R-4 ZONE.

50-2-9 LAFFIN, PAM/JONES, DAVID AREA VARIANCE GRANTED  
 27 CANTERBURY LANE R-3 ZONE #94-25 08/08/94  
 REQUEST FOR 19 FT. 6 IN. FRONT YARD VARIANCE TO ALLOW EXISTING 8  
 X 14 FT. FRONT DECK IN R-3 ZONE.

51-1-8.2 POLMAN, DIRK AREA VARIANCE GRANTED  
 ROUTE 207/SCHWARTZ LANE OLI ZONE #70-28 03/01/71  
 REQUEST TO SUBDIVIDE PROPERTY FOR PURPOSES OF CONSTRUCTION OF  
 SINGLE-FAMILY RESIDENCE. USE PERMITTED IN OLI BUT LOT IS NOW  
 CONSIDERED UNDERSIZED BECAUSE OF SUBDIVIDING. 17,500 S.F. LOT AREA  
 VARIANCE REQUIRED.

51-1-54.2 CAIAZZO/MANNONI USE VARIANCE GRANTED  
 ROUTE 207 OPPOSITE BRIEN LANE #78-7 OLI ZONE 04/10/78  
 REQUEST FOR CONSTRUCTION OF SINGLE-FAMILY DWELLING IN OLI ZONE.

51-1-72.3 F&L CONSTRUCTION AREA VARIANCE GRANTED  
 BEATTIE ROAD R-1 ZONE #89-13 04/24/89  
 REQUEST FOR 1.8 FT. FRONT YARD VARIANCE TO OBTAIN A CERTIFICATE  
 OF OCCUPANCY FOR EXISTING SINGLE-FAMILY DWELLING.

51-1-83.12 DIGERATU, MIRCEA AREA VARIANCE GRANTED  
 241 BEATTIE ROAD R-1 ZONE #94-27 08/08/94  
 REQUEST FOR 18 FT. 7 IN. REQUIRED STREET FRONTAGE VARIANCE IN  
 ORDER TO CONSTRUCT A NEW ONE-FAMILY RESIDENCE.

51-2-3 SHADY GROVE ASSOCIATES/SUBURBAN HOMES AREA GRANTED  
 OF ORANGE COUNTY, INC. R-1 ZONE #89-41 08/14/89  
 REQUEST FOR 4.56 FT. REAR YARD VARIANCE TO ALLOW AN EXISTING  
 SINGLE-FAMILY RESIDENCE ON WAGNER DRIVE IN AN R-1 ZONE.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 95-62

Date: 12/11/95

I. Applicant Information:

- (a) DIGERATU, MIRCEA, 121-14 Linden Blvd., Ozone Park, Queens, N.Y. 11420 x  
(Name, address and phone of Applicant) (Owner)
- (b) -  
(Name, address and phone of purchaser or lessee)
- (c) -  
(Name, address and phone of attorney)
- (d) -  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) R-1 241 Beattie Road, New Windsor, N.Y. 51-1-83.12 7.9 acres+  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 12/03/79
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? Yes  
If so, when? 08/08/94
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: n/a

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application. n/a

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No x.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk \_\_\_\_\_ Regs., Col. G,K.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>50 ft.</u>	<u>10 ft.</u>	<u>40 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* <u>1200 s.f.</u>	<u>960 s.f.</u>	<u>240 s.f.</u>
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(See attached)

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: n/a

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs. n/a

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs? n/a

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See plans attached)

IX. Attachments required:

- x Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- x Copy of tax map showing adjacent properties.
- n/a Copy of contract of sale, lease or franchise agreement.
- x Copy of deed and title policy.
- x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- n/a Copy(ies) of sign(s) with dimensions and location.
- x Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- x Photographs of existing premises from several angles.

X. Affidavit.

Date: December 11, 1995

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Mircea Digeraiu  
(Applicant)  
MIRCEA DIGERAIU

Sworn to before me this

30th day of November, 1995.

Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART  
Notary Public, State of New York

Commission Expires August 31, 1997.

(a) Public Hearing date: \_\_\_\_\_.

(b) Variance: Granted (\_\_\_\_) Denied (\_\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

#95-62 ZBA

Applicant's parcel was purchased by Applicant in December of 1979, contains 7.9 acres of land, more or less, and is improved with a two-car garage. Applicant applied for, and received, an area variance for insufficient road frontage on August 8, 1994 in order to construct a single-family residence, but this residence was never constructed.

Applicant is seeking the following area variances in order to convert the existing two-car garage to a single-family residence:

- (1) 40 ft. rear yard, and
- (2) 240 sq. ft. minimum livable floor area.

The Applicant believes that if these area variances requested are granted, they will not produce an undesirable change in the character of the neighborhood or cause a detriment to nearby properties since the zoning in the area is R-1, residential. The proposed use will remain as such with the conversion of the two-car garage to a single family residential dwelling.

When considering the size of the parcel, 7.9 acres, Applicant feels that the area variances sought are not substantial.

Applicant knows of no other feasible method which can be sought in order to achieve the same result as the area variance method.

Applicant feels that the proposed variances sought will not have an adverse effect or impact on either the physical or environmental conditions in the neighborhood.

Applicant constructed the two-car garage which was supposed to be an accessory structure to the residential dwelling. After applying for and receiving the variance for insufficient road frontage, Applicant's plans changed and the residence was never constructed, leaving him with an accessory two-car garage which was constructed in accordance with the bulk regulations for an accessory structure. Applicant created his difficulty but maintains that the requested variances should be granted nevertheless.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----X  
In the Matter of Application for Variance of

Mircea Digeratu

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#95-62-  
-----X

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On January 10, 1996, I compared the 23 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
11<sup>th</sup> day of January, 1996.

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1997

(TA DOCDISK#7-030586.AOS)

Date 12/22/95 19

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR  
New Windsor NY 12553

DATE

CLAIMED

ALLOWED

2/11/95	Zoning Board Meeting	75.00		
	Misc - 2			
	Balthorn - 8			
	Digiaratu - 4 \$18.00			
	Denhoff - 4			
	Rhodes - 19			
	H.R.C. - 10			
	Rosenbaum 9			
	56 pgs	252.00		
		327.00		

DIGERATU, MIRCEA

MR. NUGENT: Request for 40 ft. rear yard and 240 s.f. minimum livable area to convert a two-car garage to residence located at 241 Beatttie Road in an R-1 zone. (51-1-83.12).

Mr. Digératu appeared before the board for this proposal.

MR. NUGENT: Tell us what you want to do and how you plan to do it.

MR. DIGERATU: Your honor, I'm asking for permission to do this conversion of this garage into a one-family house.

MR. NUGENT: Are you taking a garage and making it--

MS. BARNHART: Two car garage into a residence.

MR. KRIEGER: Make it a two family?

MR. BABCOCK: No. Right now, on the piece of property there's a one car garage.

MR. KRIEGER: That is all that is on the property, the garage?

MR. BABCOCK: The gentleman got a building permit to build a house and a building permit to build a garage at the same time. He built his garage based on, why he wanted to do that first, that is his, I'm not sure and now he wants to make the garage his house.

MR. NUGENT: He's not going to build a house?

MR. BABCOCK: I'm not sure.

MR. KRIEGER: No, he's going to--

MR. TORLEY: What was going to be a garage is now going to be a house, there will be no other structure on the property?

MR. BABCOCK: I don't know.

MR. TORLEY: Are you intending to, while you live in the garage, are you going to build a house and move in?

MR. DIGERATU: No, no.

MR. TORLEY: Just a garage?

MR. DIGERATU: Yes.

MR. LANGANKE: Is the garage out there now and there's nothing else there?

MR. BABCOCK: That is correct.

MR. DIGERATU: Nothing else, the garage, it's a new structure, I put it in.

MR. KANE: So basically, the size of that structure doesn't have enough square footage to make the conversion over?

MR. BABCOCK: Right, that is correct and the setback is because a two car garage doesn't require the same setbacks as a home.

MR. TORLEY: So put in as a garage and met the zoning code now it's going to be a house.

MR. BABCOCK: That is correct, he has a building permit for the garage.

MR. KRIEGER: Setback is actually--

MS. BARNHART: August 8, 1994, Mr. Digeratu received an 18 foot 7 inch required street frontage variance in order to construct his residence so that was a little over a year ago.

MR. LANGANKE: He came in for the variance to put the garage up.

MR. KRIEGER: He intended to build a house and also the garage he built the garage, correct me if I am wrong,

December 11, 1995

12

he built the garage, he did not build the house. Now, he wants to convert the garage that he has already built into a house.

MR. KANE: He wants to use that structure as the home.

MR. NUGENT: He doesn't have the road frontage so he still needs that variance anyway.

MR. BABCOCK: Yeah, but he already has that.

MR. NUGENT: Still needs it?

MR. BABCOCK: Yes.

MR. KANE: Now he needs the living space square footage.

MR. BABCOCK: And rear yard setback.

MR. REIS: What's the minimum square footage for a residence?

MR. BABCOCK: In that area, I think it's 1,200, yes, 1,200 square feet.

MR. KRIEGER: And he has what 960 or something?

MR. BABCOCK: They have 960 and they are requesting 240.

MR. KANE: Did you bring any photographs of the area the way it exists now?

MR. DIGERATU: I think I have some.

MR. LANGANKE: Does the garage have a cement floor?

MR. DIGERATU: Yes.

MR. LANGANKE: The garage can't be moved?

MR. DIGERATU: No.

MR. BABCOCK: No, it's got a full foundation under it.

MR. KANE: When we set you up for the public hearing, please bring some photographs showing the placement of the garage and the surrounding area so that we can see what we're looking at.

MR. DIGERATU: Yes.

MR. KANE: No further questions.

MR. NUGENT: I'll accept a motion.

MR. KANE: Move we set up the applicant for a public hearing regarding his requested variance.

MR. REIS: Second it.

ROLL CALL

MR. LANGANKE	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE
MR. REIS	AYE

MR. NUGENT: We're going to need couple of things, you want to tell him?

MR. KRIEGER: Yes, we'll need a, I need to look at your deed and title policy when you come in for the public hearing. Again, I don't need to keep them. I just need to look at them. The criteria that the state has set forth for these variances are called area variances and I'll give you a sheet with the criteria, if you would address yourself to those when you come in, it would be easier. Again, these are criteria set forth by the state. Those are state law requirements.

MR. DIGERATU: Okay, thank you.

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 62

Request of MIRCEA DIGERATU

for a VARIANCE of the Zoning Local Law to permit:

conversion of two-car garage to a single-family residence with

insufficient rear yard and minimum livable area;

being a VARIANCE of Section 48-12 - Table of Use Bulk Regulations,

Columns G and K

for property situated as follows:

241 Beattie Road, New Windsor, N.Y. 12553

known as tax lot Section 51 Block 1 Lot 83.12.

SAID HEARING will take place on the 22nd day of January,  
1996, at New Windsor Town Hall, 555 Union Avenue, New Windsor,  
New York, beginning at 7:30 o'clock P. M.

JAMES NUGENT  
Chairman



1763

## TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553  
(914) 563-4610  
FAX 914-563-4693

OFFICE OF THE SUPERVISOR

Rec'd.  
ZBA - 12/12/95 (PAB)  
CC: B.D.

December 12, 1995

Mr. Mircea Digeratu  
241 Beattie Road  
Rock Tavern, NY 12575

Dear Mr. Digeratu,

I am in receipt of your correspondence requesting a refund for building permit #7055.

The Town Board will consider your request after the Zoning Board of Appeals renders a decision on your request for a variance.

Very truly yours,

  
George J. Meyers, Supervisor  
Town of New Windsor

GJM/dg

cc: ~~P. Barnhart, ZBA Secretary~~



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

(23)

July 21, 1994

Mr. Mircea Digeratu  
121-14 Linden Blvd.  
Ozone Park, NY 11420

Re: Tax Map Parcel #51-1-83.12 Variance List

Dear Mr. Digeratu:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook /po*  
Leslie Cook  
Sole Assessor

LC/po  
Attachments  
cc: Pat Barnhart

Mehl, Robert X  
PO Box 455  
Washingtonville, NY 10992

Derevjanik, Ronald J. & Kathleen A.  
3 Karen Ct. X  
Rock Tavern, NY 12575

Maloney, Carol & Edward  
1 Karen Ct.  
Rock Tavern, NY 12575 X

Byrnes, William K. & Marjorie  
5 Wagner Dr. X  
Rock Tavern, NY 12575

Coffey, John J. & Kathleen L.  
Wagner Dr.  
Rock Tavern, NY 12575 X

Kean, Robert E. & Linda M.  
Wagner Dr. X  
Rock Tavern, NY 12575

Hartman, David & Lorraine  
9 Wagner Dr. X  
Rock Tavern, NY 12575

Sadler, Robert D. & Joan T.  
2 Karen Ct. X  
Rock Tavern, NY 12575

Worthington, Richard P. X  
Wagner Dr.  
Rock Tavern, NY 12575

Morino, Andrew L. & Carolan M.  
Wagner Dr. X  
Rock Tavern, NY 12575

Rinaldi, James V. & Karen A.  
Beattie Rd. X  
Rock Tavern, NY 12575

Rinaldi, James X  
Box 638, 12 Scotchtown Ave.  
Goshen, NY 10924 *dup.*

Mihalics, Thomas J. X  
RD #1, Box 5A, Route 207  
Rock Tavern, NY 12575

Evans, Thomas A. & Helen S.  
238 Beattie Rd.  
Rock Tavern, NY 12575 X

Dunn, Frank M. & Gloria C.  
Beattie Rd.  
Rock Tavern, NY 12575 X

Leyen, Jacoba  
Route 207, Box 3 X  
Rock Tavern, NY 12575

Congelosi, Anthony, Jr.  
Route 207, Box 54 X  
Rock Tavern, NY 12575

Mulligan, Raymond I. & Catherine C.  
Beattie Rd.  
Rock Tavern, NY 12575 X

Saraga, Michael E. & Donna G.  
424 Beattie Rd.  
Rock Tavern, NY 12575 X

Errichetti, Janis  
232 Beattie Rd.  
Rock Tavern, NY 12575 X

Baxter, Richard C. & Barbara C.  
221 Beattie Rd.  
Rock Tavern, NY 12575 X

Doherty, Edward J. & Barbara A.  
212 Beattie Rd.  
Rock Tavern, NY 12575 X

Flannery, John & Ann X  
Beattie Rd.  
Rock Tavern, NY 12575

O'Malley, Jacqueline N. X  
234 Beattie Rd.  
Rock Tavern, NY 12575

**Q. Severability.**

- (1) In the event that a fee set forth in this chapter is inconsistent with a fee set forth in any other chapter of the New Windsor Town Code, the fee set forth in this chapter shall take precedence and shall be the proper fee to be charged.
- (2) Should any section or provision of this local law<sup>1</sup> be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the local law as a whole or any part thereof, other than the part so decided to be unconstitutional or invalid.

**§ 19-4. Refunds.**

All petitions for refunds shall be made to the Town Board. Refunds of fees will be allowed in proportion to the status of the application and any funds expended in the processing of such applications. In no case is more than two-thirds ( $\frac{2}{3}$ ) [sixty-six percent (66%)] of the fee refundable. Where applications are submitted which do not contain the required materials for review, an administrative fee of five percent (5%) of the application fee will be assessed with the return application. No fee is refundable after the scheduling of a required public hearing. Where the fee provides for the reimbursement to the town of the cost of professional services, such reimbursement will be made prior to granting approval of the application. The professional's statement upon the town voucher shall determine the amount of such fee less any adjustment provided in these regulations.

**§ 19-5. Modification or waiver.**

Any fee herein legislated may be modified or waived by the Town Board upon its own recommendation or the recommenda-

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<sup>1</sup> Editor's Note: "This local law" refers to L.L. No. 4—1991, adopted 10-2-1991.

# Search

FILE NO. .93-424.....  
51-1-83.12 tax desig.

**Homestead Abstract Company of Orange County, Inc., Does Hereby Certify,**  
That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collector's Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosures by Advertisement, Homestead Exemptions, Contracts for Building Loans, Federal Tax Liens, Bail Bond Liens and Individual Surety Bond Liens, docketed against the following person or persons, corporation or corporations, during the period or periods stated; and for uncanceled Mechanics' Liens docketed during the period or periods stated, but for not more than two years prior to date of this certificate, and for Financing Statements docketed as affecting real property under the Uniform Commercial Code

William W. Weitling from April 11, 1911 to July 9, 1958.  
Aleck P. Kubina from July 7, 1958 to December 12, 1979.  
Mircea Digeratu and Tulia Digeratu from December 2, 1979  
to October 9, 1993.

and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

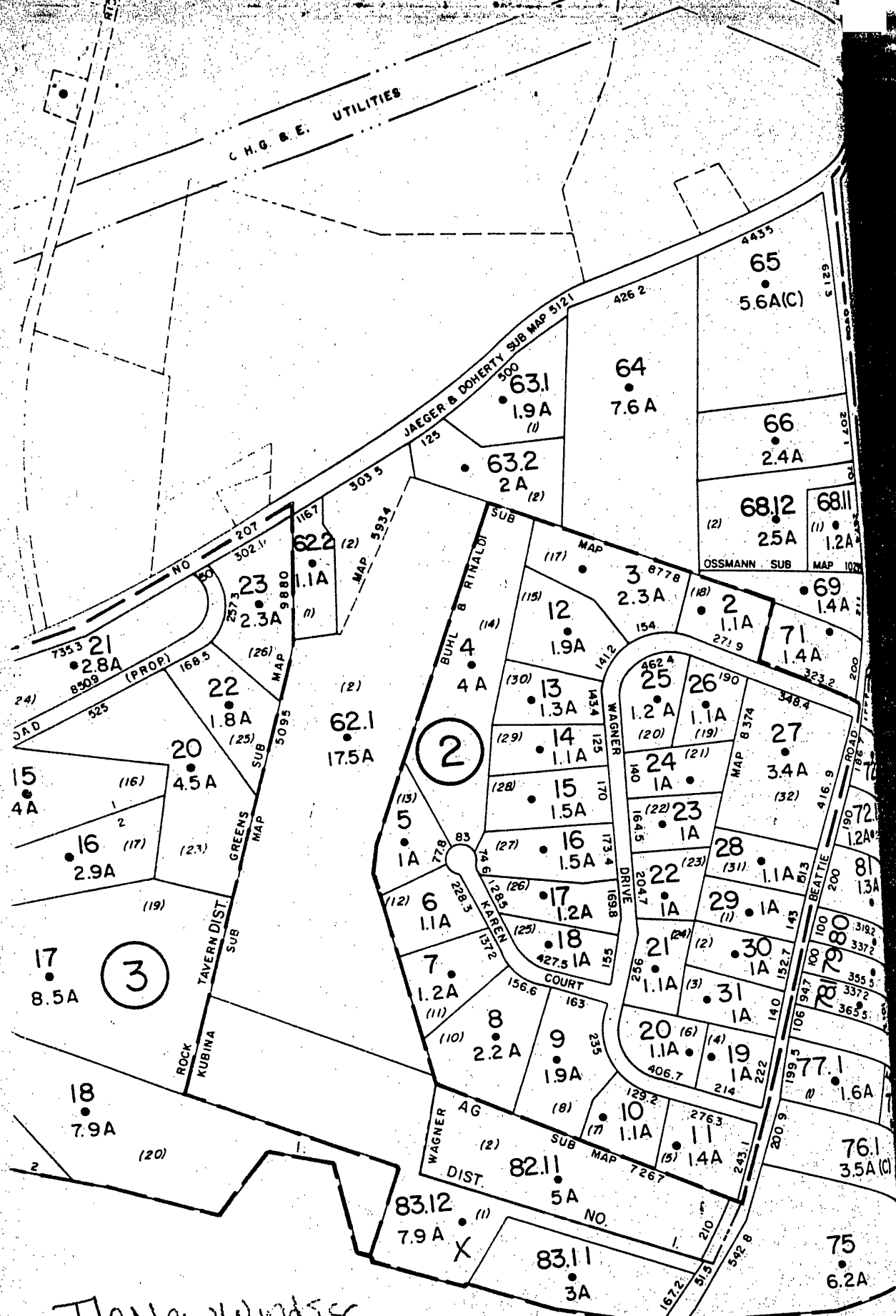
Mircea Digeratu and Tulia Digeratu from October 9, 1983 to October 9, 1993.

And finds as follows, viz: -Affecting lands in the Town of New Windsor, Orange County, New York as described in a deed executed by Aleck P. Kubina to Mircea Digeratu and Tulia Digeratu dated December 3, 1979 and recorded in Book 2151 page 880.

Dated, Goshen, N.Y., Oct. 9, 1993

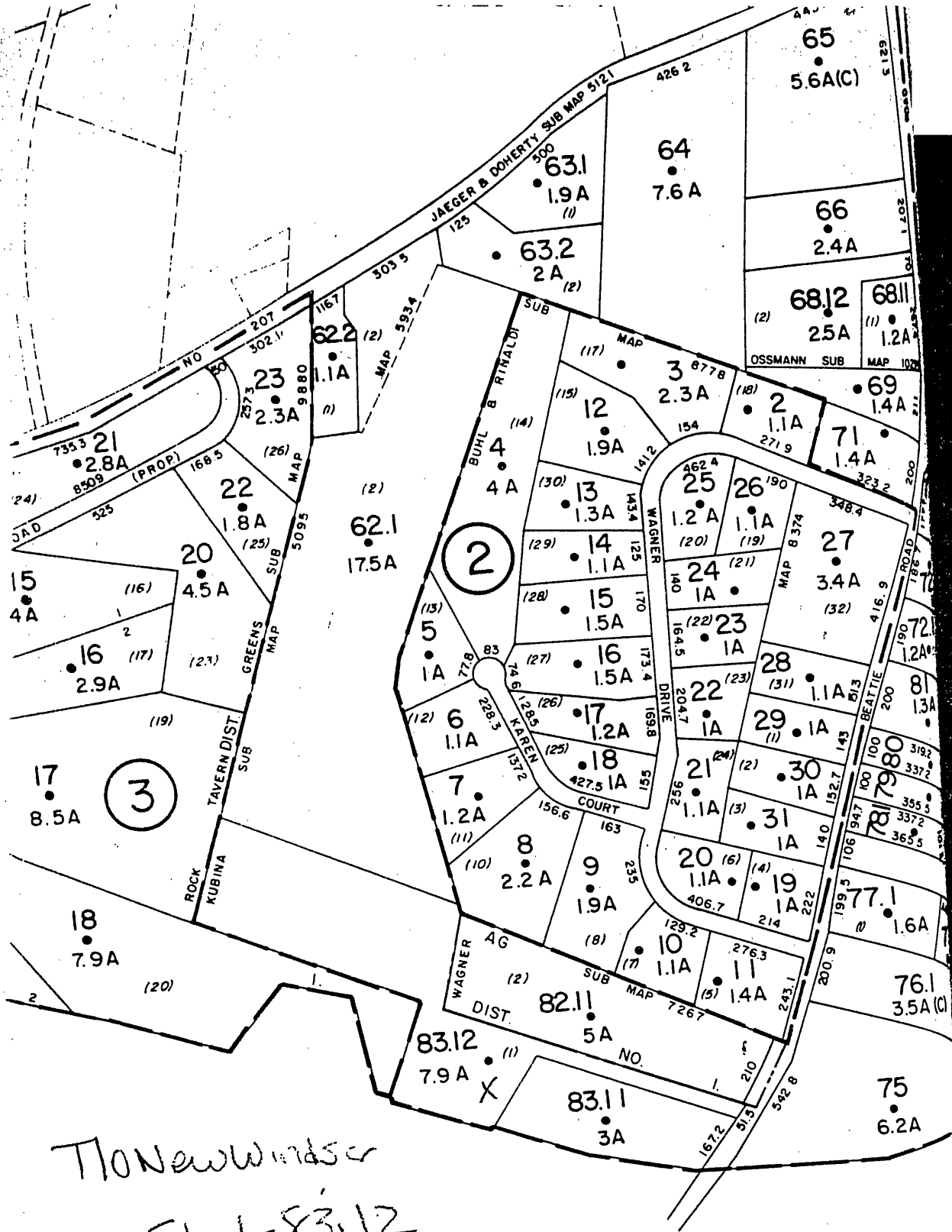
Liability for search herein is limited to \$500.00.

C.H.G. & E. UTILITIES



110 New Windsor  
51-1-83.12

125 COUNTY ~ NEW YORK



# ORANGE COUNTY ~ NEW YORK

Photo No: 8-499,500

Date of Photo: 3-1-65

Date of Map: 9-24-67

Date of Revision: 3-1-93

Scale: 1" = 400'

384  
Kings and also Clerk of the Supreme Court of said County (said Court being a Court of record) Do Hereby certify that Mr. Geo. Blank whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a Notary Public of the State of New York, in and for said County of Kings, dwelling in said County, commissioned and sworn and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to said certificate is genuine, and that the said instrument is executed and acknowledged according to the laws of the State of New York. In Testimony Whereof I have hereunto set my hand and affixed the seal of the said County and Court this 5 day of Mar. 1909. Frank Ehlers, Clerk. (LS)

A true record entered April 13th 1911 at 3-50 P.M..

Rec. 4/13/11  
Liber 523 pg. 384 This Indenture made the twelfth day of April in the year

one thousand nine hundred and eleven. Between George H. Brooks and Eliza his wife, of Chester, N.Y., Charles B. Brooks of the town of Blooming Grove, Orange County, N.Y., and Charlotte his wife, Samuel R. Brooks, widower, Hannah A. Vance, Alpha L. Brooks all of the town of New Windsor, in said County, Sarah E. Fairchild, of the town of Monroe in said County, W. Howard Brooks of the town of Woodbury, in said County and Lucy his wife, Millard F. Brooks of Mahwah in the State of New Jersey and Leonora his wife and Ella G. Christie of the Borough of Brooklyn, N.Y., parties of the first part and William W. Weitting of New York City party of the second part, Witnesseth, That the said parties of the first part for and in consideration of Seven thousand two hundred fifty dollars (\$7,250.00) lawful money of the United States paid by the said party of the second part do hereby grant and release unto the said party of the second part his heirs and assigns forever.

ALL that tract or parcel of land situate in the town of New Windsor County of Orange and State of New York, which was conveyed by John J. Denniston to William Brooks by deed bearing date April 1st 1867 and recorded in Orange County Records for deeds in Liber 201 pages 26 &c. April 2nd 1867 and described in said deed as follows:- ALL that certain farm situated in said town of New Windsor which was conveyed by James Denniston to John Denniston by deed dated May twenty seven 1847 and recorded in Orange County Records for deeds May twenty eight 1847 in Liber 92 at page 319 and which is in said deed described as follows to wit, ALL that certain farm, tract or parcel of land situate, lying and being in the town, County and State aforesaid; bounded as follows, Northerly by the lands of

John V. Weeks and the lands of Matthias Coleman, easterly by the lands of James Burnett, southerly by the lands of Jane Shaw, the lands of Jane Beatty and the lands of Lewis S. Miller, and westerly by the lands of William H. Miller Containing one hundred and forty nine acres of land be the same more or less. Excepting and Reserving however out of said premises all the interest conveyed by William Brooks in the following two parcels of land namely :- First Tract, All that tract or parcel of land conveyed by William Brooks to The North River Railroad Company by deed bearing date May 9th 1881 and recorded in Liber 305 at page 397 in the Clerk's Office of Orange County, to which deed and the record thereof, reference is hereunto made for a more particular description thereof. . . . Second Tract, ALL that tract or parcel of land lying and being in the town of New Windsor, which was conveyed by William Brooks to the New York, West Shore and Buffalo Railway Company by deed bearing date September 5th 1882 and recorded in Liber 317 at page 199 in the Clerk's Office of Orange County, to which deed and the record thereof, reference is hereunto made for a more particular description.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to the said premises. To Have and to Hold the above granted premises unto the said party of the second part his heirs and assigns forever. And the said George H. Brooks, Charles B. Brooks, Samuel R. Brooks, Hannah A. Vance, Alpha L. Brooks, Sarah E. Fairchild, W. Howard Brooks, Millard F. Brooks and Ella G. Christie do covenant with the said party of the second part as follows; That the party of the second part shall quietly enjoy the said premises. That the said George H. Brooks, Charles B. Brooks, Samuel R. Brooks, Hannah A. Vance, Alpha L. Brooks, Sarah E. Fairchild, W. Howard Brooks, Millard F. Brooks and Ella G. Christie will forever warrant the title to said premises. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sarah E. Fairchild	L.S.
W. Howard Brooks	L.S.
Lucy Brooks	L.S.
Millard F. Brooks	L.S.
Leonora Brooks	L.S.
Ella G. Christie	L.S.
Geo. H. Brooks	L.S.
Eliza Brooks	L.S.
and	
Charles B. Brooks	L.S.
Samuel R. Brooks	L.S.
Charlotte Brooks	L.S.
Hannah A. Vance	L.S.
Alpha L. Brooks	L.S.

By Geo. H. Brooks, their Attorney in Fact.

Surrogate's Court, County of Queens.

In The Matter of Proving the  
Last Will and Testament

of

William W. Weitling, deceased,  
as a will of real and personal property.

Petition.

To the Honorable

The Surrogate's Court of the County of Queens;

The petition of Bank of New York and Trust Company, a corporation of the State of New York having its principal office and place of business at Number 48 Wall Street in the Borough of Manhattan, City and County of New York, respectively shows: 1. That your petitioner is a corporation organized under the laws of the State of New York, duly authorized and empowered to perform, in the State of New York, and elsewhere, the duties of executor of, and trustee under, last wills and testaments. 2. That your petitioner is the executor named in the last will and testament of William W. Weitling, late of Number 117-05-14th Avenue, College Point, Borough of Queens, City of New York, in the County of Queens deceased, who was a citizen of the United States of America. 3. That the said deceased was, at or immediately previous to his death, a resident of College Point, Borough of Queens, City of New York, in the County of Queens, and departed this life on the 16th day of December 1929, at or near Ft. Meade in the State of Florida. 4. That said last will and testament herewith presented, relates to both real and personal property, is dated the 7th day of October 1929, and is signed at the end thereof by said testator and by David G. Kennedy, Edward W. Kane and Robert Harry as subscribing witnesses. 5. That to the best of the knowledge, information and belief of your petitioner, there is no codicil to said last will and testament and no other will of said testator is on file in any Surrogate's office. 6. That the names, relationship, places of residence, and post office addresses of the widow, all the heirs at law and next of kin of said decedent, and of each person designated in said last will and testament as executor, testamentary trustee or guardian are as follows: (a) Louise Blanche Weitling widow of said testator who resides at #117-05-14th Avenue, College Point, Queens County, New York, but is temporarily sojourning in the State of Florida, where her post-office address is P.O.Box 225, Lake Placid, Florida; (b) Irma L. Fernberg, a daughter of said testator, who resides and whose post-office address is at #185-31st Street, Milwaukee, Wisconsin; (c) Dorothea Weitling a daughter of said testator, who is an infant under the age of fourteen years, and who resides with her mother, said Louise Blanche Weitling, at #117-05-14th Avenue, College Point, Queens County, New York, but is now temporarily sojourning in the State of Florida, where her post-office address is P.O.Box 225 Lake Placid, Florida. (d) Said Louise Blanche Weitling is named in said last will and testament as guardian of the person and property of said Dorothea Weitling. (e) Your petitioner is the only person named in said will as executor or as testamentary guardian.

7. That said testator left him surviving no child or children, no adopted child or children, no issue of any deceased child or children, and no issue of any deceased adopted child or children, except those hereinbefore mentioned.

8. That the names and post-office addresses of all legatees and devisees named in said last will and testament, other than the foregoing, are as follows:

Martin, Fenneberg, 185-31st Street, Milwaukee, Wisconsin;

Phyllis M. Fenneberg, 185-31st Street, Milwaukee, Wisconsin;

Eloise E. Fenneberg, 185-31st Street, Milwaukee, Wisconsin;

Irene L. MacDowell, Rock Tavern, Washingtonville, Orange County, New York;

George I. MacDowell, Rock Tavern, Washingtonville, Orange County, New York;

Caroline D. Weitling, 195 Fingerboard Road, Fort Wadsworth, Staten Island, New York;

Terijon Weitling, 195 Fingerboard Road, Fort Wadsworth, Staten Island, New York;

Charles Herbert Weitling, 1408 Cerro Gordo Street, Los Angeles, California  
(P.O. Box 1808)

Edith Goulding Weitling, 750 Tompkins Avenue, Fort Wadsworth, Staten Island, New York

Noreen Weitling, 1408 Cerro Gordo Street (Post Office Box 1808)

Los Angeles, California.

William Balzer, 117-05-14th Avenue, College Point, Borough of Queens, New York City.

9. That all of the persons hereinbefore mentioned are of full age and sound mind, except as hereinbefore set forth in respect to said Dorothea Weitling, daughter of said testator, and except that said Phyllis M. Fenneberg and Eloise E. Fenneberg are infants under the age of fourteen years and live with their father said Martin Fenneberg, at #185-31st Street, Milwaukee, Wisconsin, and that said Noreen Weitling is an infant under the age of fourteen years and lives with her father, said Charles Herbert Weitling at 1408 Cerro Gordo Street (P.O. Box 1808), Los Angeles, California.

To the best of your petitioner's knowledge, information and belief, none of said infants has any general or testamentary guardian.

10. That there are no persons or corporations interested in this proceeding other than those mentioned.

11. That the value of the real property in this State of which the said testator died seized is more than Ten thousand dollars (\$10,000.); and the value of the personal property of which he died possessed is more than Ten thousand dollars (\$10,000.).

12. That no other petition for the probate of any will of said decedent, or for the granting of letters of administration on his estate has been heretofore filed in any Court so far as your petitioner has been able to ascertain, after having made due inquiry.

Wherefore your petitioner prays that the said last will and testament may be admitted to probate by this Honorable Court as a will of real and personal property, that a citation be issued to the said widow, heirs at law and next of kin of said decedent to show cause why said last will and testament should not be admitted to probate and recorded and letters testamentary issued thereon to your petitioner.

And your Petitioner Further Prays for an order direct-

ing the service of the citation herein, without the State of New York, or by publication, upon the persons named herein as non-residents, or who cannot be served within the State of New York, including said Louise Blanche Weitling and Dorothea Weitling.

Dated the 20th day of December 1929.

Bank of New York and Trust Company, Petitioner

Seal

by A.J.Purdy, Vice-President

Conklin & Montross, Attorney for Petitioner,

Office and Post Office Address 63 Wall Street

Borough of Manhattan, New York City.

State of New York )

SS.

County of New York )

A.J.Purdy, being duly sworn deposes and says that he has read the foregoing petition and knows the contents thereof and that the same is true of his own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters he believes it to be true. That the reason why this verification is not made by the petitioner is that the petitioner is a corporation and this deponent is an officer thereof, to wit, Its Vice-president.

Sworn to before me this

A.J.Purdy

20th day of December 1929.

Seal Francis J. Williams, Notary Public, Kings Co. No. 307 Reg. No. 470

Cert. filed in N.Y.Co. No. 942, Reg. No. 0-587

Commission expires March 30, 1930

(Endorsed Surrogate's Court, County of Queens. In the Matter of Proving the Last Will and Testament of William W. Weitling, Deceased, as a will of real and personal property. Copy Petition. Conklin & Montross, Attorneys for Petitioner, 63 Wall Street, Borough of Manhattan, New York.)

I, William W. Weitling of College Point in the Borough of Queens of the City of New York in the State of New York do make publish and declare this my last will and testament as follows:- First:- I revoke all wills and codicils that I have heretofore made. Second. I direct that all valid estate, succession, transfer and inheritance taxes upon my estate or upon any of the gifts herein contained be paid out of my residuary estate. Third: I direct that all my just debts and funeral expenses be paid as soon as practicable after my death. Fourth. I give and devise to my stepdaughter Irene L. MacDowell and to her heirs and assigns forever my real estate and premises at Rock Tavern, Orange County, New York, commonly known as the Brooks Farm, including land, buildings, improvements and fixtures thereon. Provided However and I direct that my wife Louise Blanche Weitling and my daughter Dorothea Weitling and each of them separately shall have the full and uninterrupted use and occupancy of the southerly portion of the main dwelling-house now occasionally occupied by me, including all rooms and closets now used by me and my family, together with an ample supply of water therefor from the driven well and the tank on the tower.

William W. Weitling

on said lands, so long as said lands or any part thereof shall be owned by my

(IS)

said stepdaughter or by any member of the MacDowell family. Fifth: I give

and bequeath to my chauffeur William Balzer if he shall survive me the sum of Five thousand dollars (\$5,000.) Sixth: All my household furniture,

books, pictures, ornaments, bric-a-brac, works of art and virtu, clothing,

jewelry, silverware, linens, wines, liquors, consumable stores, articles of personal or household use or adornment, automobiles, horses and carriages, with their accessories, equipment and supplies, I give and bequeath to my wife Louise

Blanche Weitling if she shall survive me and otherwise to the corporation which shall qualify as executor of this my will, requesting but not directing that the same be distributed in accordance with a written memorandum which I intend to leave for that purpose or if I shall leave no such memorandum or so far as such memorandum shall fail to give instructions, then according to the best judgment of my wife or of such executor as the case may be. Seventh: I give and

William W.  
Weitling

bequeath to my wife Louise Blanche Weitling if she shall survive me and otherwise to the corporation which shall qualify as executor of this my will the sum

of Five thousand dollars (\$5,000.) requesting but not directing that the same be distributed to and among my servants and others in accordance with a memorandum which I intend to leave for that purpose, or if I shall leave no memorandum or so far as such memorandum shall fail to give instructions, then according to the best judgment of my wife or of such executor as the case may be. Eighth: I give and bequeath to each child of mine who may hereafter be born to me the sum of Five thousand dollars (\$5,000.) Ninth: All the rest residue and remainder of my property and estate both real and personal and wheresoever situated, including any lapsed legacies and devises and including any property of which at the time of my death I shall have power of appointment or disposal, I give devise and bequeath to Bank of New York Trust Company, a corporation of the State of New York, or to any bank or trust company which may have succeeded to its business. In Trust Nevertheless to divide the same into twenty-four (24) shares of equal value and to hold the same to and for the following uses and purposes and trusts to wit:

(IS)

(1) (a). To hold eight (8) of said twenty four (24) equal shares in trust for the benefit of my wife Louise Blanche Weitling during her natural life.  
(1) (b). To invest the same and keep same invested and to collect the rents issues income and profits thereof and to pay over the same semi-annually or oftener in the discretion of said trustee or of its successor to my wife during her natural life.  
(1) (c). Upon the death of my wife to pay over, transfer, convey and deliver the principal and corpus of one of said eight (8) shares to such person or persons in such proportions and upon such terms and conditions as my wife shall have appointed and directed in and by her valid last will and testament, whether made before or after my death, or, in default of such valid appointment, to her heirs and next of kin in accordance with the laws of the State of New York then in force.

William W.  
Weitling

(IS)

(1) (d). Upon the death of my wife to add the principal and corpus of the remaining seven (7) of said eight (8) shares to the trust hereinafter provided for my daughter Dorothea Weitling.

(1) (e). In case my wife shall have died before me the said eight (8) shares shall be added to the trust hereinafter provided for my daughter Dorothea Weitling.

(2) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my daughter Dorothea Weitling during her natural life.

(2) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to reinvest and accumulate the same during the minority of my said daughter but with authority to the trustee for the time being of said trust in its discretion from time to time during the minority of my said daughter to pay over to her or to expend for her maintenance education or other benefit the whole or any part or parts of such income.

(2) (c). When my said daughter shall have reached the age of twenty one years to pay over to her the accumulated income, if any, from such trust and thereafter to pay to her the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee during her natural life.

(2) (d). From and after the death of my said daughter to pay over the net rents issues income and profits of such trust semi-annually or oftener in the discretion of such trustee to my wife Louise Blanche Weitling during her natural life.

(2) (e). Upon the death of the survivor of my wife and my said daughter to pay over, transfer, convey and deliver the principal and corpus of such trust (including any funds and property directed by Subdivisions (1) (d) and (1)(e) of this Article Ninth to be added thereto) to and among my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one; or if there be no such issue, then to my daughter Irma L. Fenneberg if she shall then be living, and otherwise to her issue then surviving, in equal shares per stirpes if more than one.

(2) (f). In case my said daughter Dorothea Weitling shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for my wife Louise Blanche Weitling.

(3) (a). To hold five (5) of said twenty four (24) equal shares in trust for the benefit of my daughter Irma L. Fenneberg during her natural life.

(3) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the same semi-annually or oftener in the discretion of such trustee to my daughter Irma L. Fenneberg during her natural life.

(3) (c). From and after the death of my said daughter Irma L. Fenneberg to pay over the net rents, issues, income and profits of one of said five (5) shares semi-annually or oftener in the discretion of such trustee, to my son-in-law Martin Fenneberg during his natural life, and upon his death, or if he shall have died before me or before the death of my said daughter, then at the death

William W.  
Weitling

(15)

William W.  
Weitling

(15)

survivor of myself and my said daughter, to pay over, transfer, convey and deliver the principal and corpus of said one share to my granddaughter Phyllis M. Fenneberg and to her heirs and assigns forever, or if she shall also have died, to my granddaughter Eloise E. Fenneberg.

(3) (d). Upon the death of my daughter Irma L. Fenneberg to add the principal and corpus of two (2) of said five (5) shares to the trust hereinafter provided for my granddaughter Phyllis M. Fenneberg and to add the principal and corpus of two (2) of said five (5) shares to the trust hereinafter provided for my granddaughter Eloise E. Fenneberg.

(3) (e). In case my daughter Irma L. Fenneberg shall have died before me, to hold one (1) of said five (5) shares in trust for the benefit of my said son-in-law Martin Fenneberg during his natural life, to pay the net rents, issues, income and profits of said one share semi-annually or oftener in the discretion of such trustee to my said son-in-law during his natural life, and upon his death, or if he shall also have died before me, then at my death, to add the principal and corpus of said one share to the trust hereinafter created for the benefit of my granddaughter Phyllis M. Fenneberg, to add two (2) of said five (5) shares to the trust hereinafter created for the benefit of my granddaughter Phyllis M. Fenneberg; and to add the remaining two (2) of said five (5) shares to the trust hereinafter created for the benefit of my granddaughter Eloise E. Fenneberg.

(4) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my granddaughter Phyllis M. Fenneberg during her natural life.

(4) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said granddaughter during her natural life.

(4) (c). Upon the death of my granddaughter Phyllis M. Fenneberg to pay over, transfer, convey and deliver the principal and corpus of said one share to and among the then surviving issue of my daughter Irma L. Fenneberg in equal shares per stirpes, or if there be no such issue then to my then surviving issue in equal shares per stirpes.

(4) (d). In case my granddaughter Phyllis M. Fenneberg shall have died before me the said one (1) share shall be added to the trust hereinafter provided for my granddaughter Eloise E. Fenneberg, or if she shall also have died before me then the same shall be added to the trust hereinbefore provided for my daughter Irma L. Fenneberg.

(5) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my granddaughter Eloise E. Fenneberg during her natural life.

(5) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said granddaughter during her natural life.

William W.  
Weitling

(15)

William W.  
Weitling

(1S)

(5) (c). Upon the death of my granddaughter Eloise E. Fenneberg to pay over, transfer, convey and deliver the principal and corpus of said one share to and among the then surviving issue of my daughter Irma L. Fenneberg in equal shares, per stirpes, or if there be no such issue then to my then surviving issue in equal shares per stirpes.

(5) (d). In case my granddaughter Eloise E. Fenneberg shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for my granddaughter Phyllis M. Fenneberg, or if she shall also have died before me then the same shall be added to the trust hereinbefore created for my daughter Irma L. Fenneberg.

(6) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of my son-in-law Martin Fenneberg during his natural life.

(6) (b). To invest the same and keep the same invested and to collect the rents, issues, income and profits thereof and pay the same semi-annually or oftener in the discretion of such trustee to my son-in-law Martin Fenneberg during his natural life.

(6) (c). Upon the death of my son-in-law Martin Fenneberg to add the principal and corpus of said one (1) share to the trust hereinbefore provided for my granddaughter Eloise E. Fenneberg.

(7) (a). To hold two (2) of said twenty four (24) equal shares in trust for the benefit of my stepdaughter Irene L. Mac Dowell during her natural life.

(7) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to my said stepdaughter during her natural life.

(7) (c). From and after the death of my stepdaughter Irene L. MacDowell, or if she shall have died before me, then from and after my death to continue to hold one (1) of said two (2) shares in trust for the benefit of her husband George I. MacDowell during his natural life; to pay the net rents issues income and profits of said one share semi-annually or oftener in the discretion of such trustee to said George I. MacDowell during his natural life, and upon his death to pay over, transfer, convey and deliver the principal and corpus of said one share to the then surviving issue of my said stepdaughter Irene L. MacDowell in equal shares per stirpes if more than one, or if there be no such issue, then to my then surviving issue by my wife Louise Blanche Weitling, in equal shares per stirpes if more than one.

William W.  
Weitling

(1S)

(7) (d). Upon the death of my stepdaughter Irene L. MacDowell, or if she shall have died before me, then at my death, to add the principal and corpus of the remaining one of said two (2) shares of the trust hereinafter provided for her daughter Louise I. MacDowell.

(8) (a). To hold one (1) of said twenty four (24) equal shares in trust for the benefit of Louise I. Mac Dowell, daughter of my said stepdaughter Irene MacDowell, during her natural life.

(8) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and to pay the net rents issues income and profits thereof semi-annually or oftener in the discretion of such trustee to said Louise I. MacDowell during her natural life.

(8) (c). Upon the death of said Louise I. MacDowell to pay over, transfer, convey and deliver the principal and corpus of said one (1) share to the then surviving issue of my stepdaughter Irene L. MacDowell in equal shares per stirpes if more than one, or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes, if more than one.

(8) (d). In case said Louise I. MacDowell shall have died before me the said one (1) share shall be added to the trust hereinbefore provided for the benefit of my stepdaughter Irene L. MacDowell.

(9) (a). To hold two (2) of said twenty four (24) equal shares in trust for the benefit of my sister Caroline D. Weitling during her natural life.

(9) (b). To invest the same and keep the same invested and to collect the rents issues income and profits thereof and pay the net rents issues income and profits thereof semi annually or oftener in the discretion of such trustee to my said sister Caroline D. Weitling during her natural life.

(9) (c). From and after the death of my said sister, or if she shall have died before me, then from and after my death, to pay the net rents issues income and profits of one of said two (2) shares semi-annually or oftener in the discretion of such trustee to my nephew Charles Herbert Weitling during his natural life, and upon his death to pay over, transfer, convey and deliver the principal and corpus of said one share to his issue then surviving in equal shares per stirpes if more than one, or if there be no such issue then to his sister my niece Edith Goulding Weitling, or if she shall not then be living to her issue then surviving in equal shares per stirpes if more than one, or if there be no issue then surviving of either my said nephew or my said niece, then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

(9) (d). From and after the death of my said sister Caroline D. Weitling, or if she shall have died before me, then from and after my death, to pay the net rents, issues, income and profits of the remaining one of said two (2) shares, semi-annually or oftener in the discretion of such trustee, to my niece Edith Goulding Weitling, or if she shall not then be living to her then surviving in equal shares per stirpes if more than one, or if there be no such issue then to her brother, my said nephew Charles Herbert Weitling, or if he shall not then be living to his issue then surviving in equal shares per stirpes if more than one, or if there be no issue then surviving of either my said niece or my said nephew, then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

(10) (a). To hold two (2) of said twenty four (24) equal shares in trust for my brother Terijon Weitling during his natural life.

(10) (b). To invest the same and keep the same invested and to collect

William W.  
Weitling

(IS)

William W.  
Weitling

(IS)

the rents, issues, income and profits thereof and to pay the net rents, issues,

income and profits thereof semi-annually or oftener in the discretion of such trustee, to my said brother Terijon Weitling during his natural life.

(10) (c). From and after the death of my said brother Terijon Weitling, or if he shall have died before me then from and after my death, to pay the net rents, issues, income and profits of one of said two shares, semi-annually or oftener in the discretion of such trustee, to my grandniece Noreen Weitling, daughter of said Charles Herbert Weitling, during her natural life, and upon her death to pay over, transfer, convey and deliver the principal and corpus of said one share to her issue then surviving in equal shares per stirpes if more than one or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one, and to pay the net rents, issues, income and profits of the remaining one of said two shares, semi-annually or oftener in the discretion of such trustee, to my said niece Edith Goulding Weitling during her natural life, and upon her death to pay over, transfer, convey and deliver the principal and corpus of said one share to her issue then surviving in equal shares per stirpes if more than one, or if there be no such issue then to my then surviving issue by my wife Louise Blanche Weitling in equal shares per stirpes if more than one.

(11). Subject to the provisions of Article Eleventh of this my will, any part of my said residuary estate of which I shall not have made valid and effectual disposition by the foregoing provisions of this my will I give devise and bequeath as follows, viz, One-third thereof to my wife Louise Blanche Weitling if she shall survive me and the remaining two-thirds thereof, or if my wife shall have died before me then the whole thereof, to my then surviving issue in equal shares per stirpes.

(12) (a). In case any person entitled under this my will to a share in my said residuary estate shall at the time when such share would under the foregoing provisions vest in possession in her or him be under the age of twenty one years, in any such case I direct that if and so far as may be permitted by law such share continue to be held in trust by said trustee or by its successor for the benefit of such minor person during her or his natural life until she or he shall reach the age of twenty one years.

(12) (b). Said Trustee shall invest any such share and keep the same invested and shall collect the rents issues income and profits thereof and reinvest and accumulate the same for the benefit of such beneficiary during her or his minority, but with authority to said trustee and to its successors in its or their discretion from time to time to pay over the whole or any part or parts of such income to such beneficiary or to expend the same for her or his maintenance education or other benefit.

(12) (c). When any such beneficiary shall reach the age of twenty one years I direct that the principal and corpus of such share together with the accumulated income therefrom, if any, be paid over, transferred and conveyed to her or him free from trust.

William W.  
Weitling

(15)

William W.  
Weitling

(15)

(12) (d). In case any such beneficiary shall die before reaching the age of

twenty one years I direct that such principal and corpus be paid over, transferred and conveyed to such persons and in the same proportion as would have taken the same if the beneficiary so dying had been seized and possessed of the same as her or his absolute property.

Tenth: In respect to each trust created by this my Will I direct that the income thereof shall accrue and be computed for the beneficiary thereof from and after the date of my death.

Eleventh. In case it should result from any of the provisions of this my Will that the absolute ownership of any of my personal property or the absolute power of alienation of any of my real estate is directed to be suspended for a longer period than shall at the time of my death be permitted by law, then and in any such case I hereby revoke such provision so far as the same shall so be invalid and in lieu thereof I hereby give devise and bequeath the share of my estate thereby involved to the person or persons for whose benefit the same is directed by such invalid provision to be held in trust, absolutely free from trust, and to her or his heirs and assigns forever.

Twelfth. I authorize and empower my executor and trustee and its successor to transfer and deliver to any legatee or assign to any trust fund in lieu of cash any property real or personal except such as I shall have specifically devised or bequeathed, and any securities claims and demands which I may own or to which I may be entitled at the time of my death or which may have been acquired by said executor or trustee, and the determination of my executor and trustee or its successor as to the value thereof shall be conclusive and binding upon all parties.

Thirteenth; I authorize and empower my executor and trustee and its successor in its absolute discretion to retain any and all securities promissory notes causes of action and other property investments, claims and demands of every sort which I may own or to which I may be entitled at the time of my death or to change and shift the same at will or to sell exchange mortgage lease collect compromise or otherwise dispose of and deal with the same, to continue any business in which I may be engaged or interested at the time of my death and to engage in any other business either alone or in partnership or otherwise, to make loans to, to borrow money or other property or securities for the benefit of and to make accept or endorse promissory notes and other negotiable instruments for the accommodation of any such business or any corporation in which I shall own stock at the time of my death or any corporation owned or controlled by a corporation in which I shall own stock at the time of my death; and to invest said trust funds in stocks bonds debentures bonds secured by mortgage on real estate in any part of the world, loans with or without security to any person firm corporation municipality government or governmental agency, and any property real or personal and any form of security investment obligation claim or demand of any sort whatever; all in its absolute discretion without being

William W.  
Weitling

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William W.  
Weitling

(15)

limited to such securities as are or may be authorized by any law, written or unwritten, for the investment of trust funds and without being limited to property or investments of the same sorts as are hereinbefore specifically mentioned, and I direct that my executor and trustee and its successor shall not be held responsible for any loss or diminution in my estate unless the same be due to the wilful misconduct or gross neglect or incompetence of some one or more of its directors officers agents or employees, and I expressly request that no Court interfere with or control its exercise of such discretion unless on the ground of its wilful misconduct or gross neglect or incompetence. In case the whole or any part of any trust fund should at any time be invested in bonds or other securities payable at a fixed or determinable time the value of which shall be more than par I direct that the whole of the interest and other income therefrom be paid to the beneficiary of such trust or accumulated for her or his benefit, as the case may be, without making any deduction therefrom for the preservation intact of the principal sum invested in such securities, except that in case upon the purchase or sale of any such securities any sum be paid or received by way of accrued interest proper adjustment thereof shall be made as between principal and income. In respect to any securities at any time held in any of the trusts created by this my will, the trustee for the time being shall have power and authority in its discretion to join in, consent to, or avail itself of the privilege of, any merger, consolidation, reorganization, recapitalization, or protective agreement involving or relating to such securities, and to deposit and / or exchange any such securities in connection therewith, and to pay any sum or sums which may be required in order to take part therein. The authority and discretion granted to such trustee by this Article Thirteenth shall, however, be subject to the restriction that no trustee shall have authority to invest any trust funds in the stocks, bonds, debentures or other securities or obligations of any company, corporation or association in which it shall then be directly or indirectly interested on its own account or any of whose stocks, bonds, debentures or other securities or obligations shall then be held by it on its own account or shall have been promoted or underwritten by it.

William W.  
Weitling

(LS)

Fourteenth; I authorize and empower my executor and trustee and its successor for the purpose of making distribution of my estate as herein directed or for any other reason or purpose whatever at any time or times and from time to time until the complete accomplishment of the provisions of this my last will and testament, in its absolute discretion and on such terms and conditions as it may deem best, to sell at either public or private sale, exchange, mortgage, lease and otherwise dispose of and deal with any property real or personal which I shall own at the time of my death (except such as I have specifically devised or bequeathed or which shall be acquired by my said executor or trustee, which or any interest in which is then held in trust or by any minor person, and to execute and deliver all such deeds and other instruments with or without covenants or warranty as it may find necessary or convenient to carry this power into effect.

William W.  
Weitling

(LS)

Fifteenth; In case my wife Louise Blanche Weitling shall die simultaneously with me, I authorize and empower my executor and trustee and its successor for the purpose of making distribution of my estate as herein directed or for any other reason or purpose whatever at any time or times and from time to time until the complete accomplishment of the provisions of this my last will and testament, in its absolute discretion and on such terms and conditions as it may deem best, to sell at either public or private sale, exchange, mortgage, lease and otherwise dispose of and deal with any property real or personal which I shall own at the time of my death (except such as I have specifically devised or bequeathed or which shall be acquired by my said executor or trustee, which or any interest in which is then held in trust or by any minor person, and to execute and deliver all such deeds and other instruments with or without covenants or warranty as it may find necessary or convenient to carry this power into effect.

me or under such circumstances that it shall be difficult to determine with certainty which of us died first, or in case as the direct or indirect result of the same epidemic accident or other catastrophe I shall die within thirty (30) days after her death, then I direct that all the provisions of this my will be construed as if she had survived me.

Sixteenth; I direct that the provisions herein made for the benefit of my wife Louise Blanche Weitling, if accepted, are to be taken by her in lieu of dower and of all other rights and interests in my estate.

Seventeenth; I hereby nominate and appoint said Bank of New York and Trust Company, or any bank or trust company which may have succeeded to its business, to be executor of this my last will and testament.

Eighteenth; I hereby nominate and appoint my wife Louise Blanche Weitling to be guardian of the persons and estates of our minor child or children during her minority or during their respective minorities, as the case may be.

In Witness Whereof I have unto this my last will and testament, consisting of eighteen (18) pages, typewritten on one side only, each of which I have signed for identification, subscribed my name and affixed my seal this 7th day of October, in the year of our Lord one thousand nine hundred and twenty nine.

William W. Weitling Seal

Subscribed, sealed, published and declared in the presence of

all of us present at the same time by William W. Weitling, the testator above named, as and for his last will and testament,

and we thereupon at his request and in his sight and presence and

in the sight and presence of one another subscribe our names as

witnesses hereto the day and year last above written, this attes-

tation clause having first been read aloud in the presence and hear-

ing of the testator and each and all of us.

David G. Kennedy, Residing at 486 Quincy St., Brooklyn, N.Y.

Edward W. Kane, Residing at 1407-76 St. Brooklyn, N.Y.

Robt. Harry, Residing at 40 E. Pierrepont Ave., Rutherford, N.J.

State of New York )

County of Queens } SS:-

I, Henry S. Moran, Clerk of the Surrogate's Court of the County of Queens, do certify, that I have compared the preceding with the original record of the Last Will and Testament of William W. Weitling, deceased, as the same was proved in the Surrogate's Court of said County, on the 23d day of January 1930, and that the same is a correct copy thereof, and of the whole of such original. In Testimony Whereof I have hereunto subscribed my name, and affixed the seal of the Surrogate's Court of the said County of Queens at Jamaica, in said County, this 24th day of January 1930.

H. S. Moran, Clerk of the Surrogate's Court (IS)

A true record entered June 6th 1930 at 11-55 A.M.

*H. S. Moran* Clerk.

William W.  
Weitling

(IS)

DEED—STATUTORY FORM A—FORM No. 220  
Full Covenants—Individual

THE CHISHOLM PRINTING COMPANY, 408 PEARL ST., N. Y. 5490

# This Indenture,

511

Made the  
hundred and

8<sup>th</sup>

fifty-eight

day of

May July

, nineteen

Between

IRENE L. Mac DOWELL, residing on Beatty Road, no  
street number, in the Town of New Windsor, Orange County, New York,

party of the first part, and

ALECK P. KUBINA, residing in the Town of New Windsor, Orange County,  
New York, no street address,

Witnesseth, that the part y of the first part, in consideration of  
 --- TEN (\$10) --- Dollars  
 lawful money of the United States, and other good and valuable consideration  
 paid by the part y of the second part,  
 does hereby grant and release unto the part y of the second part,  
 his heirs and assigns forever.

All that certain lot, piece or parcel of land situate, lying and  
 being in the Town of New Windsor, Orange County, New York, and more  
 particularly bounded and described as follows:

BEGINNING at a point where lands of the party of the first part  
 herein and lands formerly of Walter Denniston, now Agnes Bacher, and  
 lands now or formerly of Jaegar intersect, which point is the most  
 northerly corner of the premises intended to be described and running  
 thence along the southeasterly line of lands of said Bacher the follow-  
 ing three courses:- south 51° 59' west 522.50 feet to a point; thence  
 north 69° 0' west 140.0 feet to a point; thence south 43° 29' west  
 1447.00 feet to a point at the westerly corner of lands of the party  
 of the first part (said point being the westerly corner of the herein  
 described parcel to be conveyed) thence along the westerly line of  
 lands of the party of the first part south 42° 0' east 736.8 feet  
 along lands now or formerly of Michael Mulligan to a point; thence  
 along the following four courses, through lands of the party of the  
 first part (said four courses forming the new division lines between  
 the party of the first part and the party of the second part (1) North  
 42° 0' east 309.5 feet to a point; (2) thence North 12° 0' east  
 647.0 feet to a point; (3) thence North 37° 0' east 92 feet; (4) thence  
 North 47° 0' east 1110.0 feet to the line of lands now or formerly

of Jaegar; thence along said Jaegar's land north  $41^{\circ} 22'$  west 250 feet to the point or place of beginning. Containing all within said bounds.

No right of way or easement of ingress or egress either by necessity or otherwise is hereby granted.

Subject to grants to public utilities of record.

BEING a portion of the premises conveyed to William W. Weitling by George H. Brooks and others by deed dated April 12, 1911, and recorded in the Orange County Clerk's Office April 13, 1911, in liber 523 of deeds at page 384, and thereafter devised by the last Will and testament of said William W. Weitling to the grantor herein.

ALSO ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York and more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Beatty Road where the southwesterly line of lands conveyed by George H. Brooks and others to William W. Weitling by deed dated April 12, 1911, and recorded in the Orange County Clerk's Office April 13, 1911, in liber 523 of deeds at page 384 and the northeasterly line of lands conveyed by William G. Mulligan to William W. Weitling by deed dated October

II  
23, 1914, and recorded in the Orange Co. Clerk's Office October 28, 1914, in liber 552 of deeds at page 551 intersect the same and running thence in a northwesterly direction along the southwesterly line of the lands conveyed by the said Brooks to the said Weitling for a distance to a point in the south line of the lands first herein described and thence of 987.36 feet, more or less, to lands now or formerly of Lewis Miller, deceased; thence in a southwesterly direction along lands of Miller to the northeasterly right of way line of the Ontario & Western Railroad and thence in a southeasterly direction along the Ontario & Western right of way line to the northwesterly line of said Beatty Road and thence in a northeasterly direction along the northwesterly line of said Beatty Road for a distance of 250 feet more or less to the point or place of beginning.

BEING a portion of the premises conveyed by William A. Mulligan to William W. Weitling by deed dated October 23, 1914, and recorded in Orange Co. Clerk's Office October 28, 1914, in liber 552 of deeds at page 551, and thereafter devised by the last Will and Testament of said William W. Weitling to the grantor herein.

Subject to grants to public utilities of record.  
The first of the aforesaid parcels shall be subject to the following restrictions and covenants which shall run with the title to said

lands forever:

1. That said premises shall be used for residential or agricultural purposes only including the raising and selling of bait fish and other articles pertaining to fishing.
2. That no pigs or goats shall be kept or maintained on said premises.
3. That no trailer village or dumps of junk or derelict automobiles shall be maintained on said premises for purposes of trade or business.

The second of the aforesaid parcels shall be subject to the following:

1. That said premises shall be used for residential or agricultural purposes only including the raising and selling of bait fish and other articles pertaining to fishing and that no other trade or business shall be carried on on said premises.
2. That no buildings shall be erected on said land within 50 feet of the front line thereof nor within 10 feet of the side lines thereof.
3. No pigs or goats shall be kept or maintained on said premises.
4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 10,000 square feet or a width of less than 100 feet at the front building set back line.
5. No trailer, tent or shack shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence nor shall any building containing less than 800 square feet be used as a residence at any time, nor shall said premises be used as a dump for junk nor shall any automobiles be maintained or parked on said premises for purposes of trade or business.
6. No outdoor toilets shall be erected on said premises.

**PREVIOUS  
DOCUMENTS  
IN POOR  
ORIGINAL  
CONDITION**

# This Indenture,

Made the 3rd day of November, nineteen hundred and seventy-nine

Between

ALECK P. KUBINA, residing at (no number) Route 207,  
Rock Tavern, Town of New Windsor, Orange County, New York

party of the first part, and

MIRCEA DIGERATU, residing at No. 144-44 41st Avenue,  
Apartment 1D, Flushing, Queens County, New York, and TULIA DIGERATU,  
his wife, residing at No. 144-44 41st Avenue, Apartment 1D,  
Flushing, Queens County, New York,

party of the second part:

Witnesseth, that the party of the first part, in consideration of

TEN AND 00/100-----(\$10.00)----- Dollars,

Lawful money of the United States, and other good and valuable

consideration

paid by the party

of the second part,

does

hereby grant and release unto the party

of the second part,

~~ALL~~  
~~xxx~~

his heirs

and assigns forever,

All that plot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York known and designated as Lot No. 1 as shown on that certain map entitled "Subdivision for Aleck P. Kubina" filed in the Orange County Clerk's Office on November 15, 1979 as map No. 5095 and more particularly bounded and described as follows:

BEGINNING at a point on the Northwesterly boundary of Beattie Road, where the same is intersected by the Northeasterly boundary of lands now or formerly Rinaldi, said point marked by a concrete monument found, and running thence along lands of now or formerly Rinaldi the following two courses and distances, 1) N50° 26' 37"W a distance of 599.49 feet to a concrete monument found, 2) S52° 49' 43"W a distance of 247.19 feet to a concrete monument found, thence along lands of now or formerly Congelosi N51° 50' 06"W a distance of 282.81 feet to a point, thence along lands of now or formerly Bacher and following a line of metal fence posts N37° 54' 44"E a distance of 286.37 feet to a point, thence along the same N49° 53' 47"W a distance of 665.66 feet to a corner of stone walls, thence along the same and following a stone wall N34° 18' 30"E a distance of 309.06 feet to a point, thence through lands of Kubina S49° 53' 47"E a distance of 723.03 feet to a point in a

stone wall, thence along lands of now or formerly Wagner and following a stone wall the following three courses and distances, 1) S33° 33' 39"W a distance of 309.50 feet to a corner of stone walls, 2) S52° 52' 37"E a distance of 281.34 feet to a point, 3) S50° 26' 37" E a distance of 616.50 feet to a point, thence along the first mentioned northwesterly boundary of Beattie Road S52° 49' 43"W a distance of 51.53 feet to the point of beginning containing 7.920 acres.

BEING A PORTION of the first parcel described in deed dated July 8th, 1958, made by Irene L. MacDowell to Aleck P. Kubina and recorded in the Orange County Clerk's Office on July 8th, 1958, in Liber 1467 of Deeds at Page 511,

LIBER 2151 PAGE 881

Together with the appurtenances and all the estate and rights of the party  
of the first part in and to the said premises.

To have and to hold the premises herein granted unto the parties  
of the second part,  
as tenants by the entirety. their ~~xxx~~ heirs and assigns forever,

And the said ALECK P. KUBINA  
covenants that he has not and will not do any work whereby the said prem-  
ises have been or will be improved.

And The grantor is bound by the terms of the Lien Law covenants as  
follows: That he will receive the consideration for this conveyance and will hold the  
right to receive such consideration or a fund to be applied first for the purpose  
of paying the cost of the improvement, and he will apply the same first to the  
payment of the cost of the improvement, before using any part of the total of the same  
for any other purpose.

In Witness Whereof, the party of the first part has hereunto  
set his hand and seal the day and year first above written

In the Presence of

Aleck P. Kubina  
ALECK P. KUBINA

# Deed

ALECK P. KUBINA

TO  
MIRCEA DIGERATU

Dated *November 3* 1979

State of New York } ss.  
County of Orange

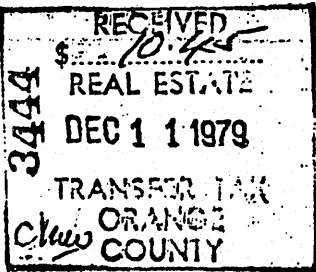
On the *3rd* day of *November*, nineteen hundred and  
seventy-nine before me personally came  
ALECK P. KUBINA

foregoing  
to be the individual described in, and who executed, the foregoing instrument, and ac-  
knowledgeed that he executed the same.

JAMES L. MONELL  
Notary Public in the State of New York  
Qualified in Orange County  
My commission expires Mar. 30, 1980

Notary Public

*Received & return to*  
Mircea Digeratu  
*Mircea Digeratu*  
*137-48 Juniper Avenue*  
*Flushing, NY 11355*  
LAW OFFICES OF  
NORTHROP AND STRADAR  
388 BROADWAY P. O. BOX 2395  
NEWBURGH, NEW YORK 12550



Orange County Clerk's Office, s.s.  
Recorded on the *11th* day  
of *Dec* 1979 at *1:20*  
o'clock *P*. M. in Liber *2151*  
at page *880*  
Examined *[Signature]* Clerk

LIBER 2151 PAGE 883

*1045*  
*13*  
*X*

Rec'd. 12/11/95  
TA office (PMS)

November 30, 1995  
241 Beattie Road  
Rock Tavern, N. Y. 12575

Town Board  
555 Union Avenue  
New Windsor, N. Y. 12553

Gentlemen:

In accordance with Chapter 19 of the Standard Fee  
Schedule, please refund my fee for Building Permit  
#7055 in the sum of \$1,070. For your infor-  
mation, the house was never constructed.

Thank you for your consideration of this request.

Yours truly,

Mircea D. puter